

CITY OF BARABOO COMMON COUNCIL AGENDA

Council Chambers, 101 South Blvd., Baraboo, Wisconsin Tuesday, April 26, 2022, 7:00 P.M.

Regular meeting of the City of Baraboo Common Council, Mayor Nelson presiding.

Notices Sent To Council Members: Wedekind, Kolb, Hazard, Kent, Petty, Ellington, Sloan, Kierzek, and Thurow Notices Sent To City Staff, Media And Other Interested Parties: City Administrator Bradley, CDA Dir. Cannon, Clerk Zeman, DPW Dir/Engineer Pinion, Finance Dir. Ostrander, Fire Chief Stieve, EMS Chief Johnson, Library Dir. Bergin, Parks & Rec. Dir. Hardy, Police Chief Schauf, Street Super. Gilman, Utility Super. Peterson, Treasurer Laux, Baraboo News Republic, WBDL, 99.7FM, Citizen Agenda Group, Media Agenda Group, Mike Plautz

- 1. CALL TO ORDER
- 2. ROLL CALL AND PLEDGE OF ALLEGIANCE
- 3. APPROVAL OF PREVIOUS MINUTES (Voice Vote): April 12 and 19, 2022
- 4. **APPROVAL OF AGENDA** (Voice Vote)
- 5. COMPLIANCE WITH OPEN MEETING LAW NOTED
- 6. PRESENTATIONS
- 7. PUBLIC HEARINGS
- 8. **PUBLIC INVITED TO SPEAK** (Any citizen has the right to speak on any item of business that is on the agenda for Council action if recognized by the presiding officer.)

9. MAYOR'S BUSINESS

- Re-Appointment of Brian Getschmann to Police & Fire Commission, serving until April 30, 2027
- Appointment of Barry Hartup to the Plan Commission, serving until April 30, 2025.
- Residents are encouraged to participate in the Baraboo School District's community-wide survey on facility needs by May 9th.
- Mike Plautz recognition
- Chief Schauf recognition

10. **CONSENT AGENDA** (Roll Call)

CA-1...Approve the accounts payable to be paid in the amount of \$_____

CA-2...Approve appointing Michelle Miller to fill the unexpired term of Samantha Ramsey-Brunker on the Business Improvement District (BID) Board.

11. <u>NEW BUSINESS – RESOLUTIONS</u>

NBR-1... Consider approving the termination of TID 6 District, effective April 26, 2022. (Ostrander)

NBR-2... Consider approving the Development Agreement with Rapid River Apartments, LLC for Lake Street, parcel 206-1154-10010. (Bradley)

NBR-3...Consider the temporary suspension of Chapter 10 Vegetative Height Restrictions in support of the "No-Mow May" initiative. (*Pinion*)

12. **NEW BUSINESS ORDINANCES**

NBO-1...Consider an Ordinance creating Section 18.02(9) to require a 50-foot highway setback for all lands abutting STH 33 east of CTH T (Taft Avenue). (Pinion)

- 13. <u>ADMINISTRATOR AND COUNCIL COMMENTS</u> (Comments are limited to recognition of City residents and employees, memorials, and non-political community events; discussion of matters related to government business is prohibited.)
- 14. **REPORTS, PETITIONS, AND CORRESPONDENCE** The City acknowledges receipt and distribution of the following:
 - Reports: March, 2022 Treasurer
 - Minutes from the Following Meetings:

Copies of these meeting minutes are included in your packet:

Copies of these meeting minutes are on file in the Clerk's office:

Bicycle Advisory......3-23-2022, 4-13-2022 Emergency Mgmt.....2-24-2022 Library.....3-8-2022

• <u>Petitions and Correspondence Being Referred</u>: Letter from Police & Fire Commission.

15. **ADJOURNMENT** (Voice Vote)

Brenda Zeman, City Clerk

For more information about the City of Baraboo, visit our website at <u>www.cityofbaraboo.com</u>

April 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
24	25	26	27	28	29	30
	Public Safety	Finance Council	Ambulance	Public Arts EM Mgmt.		

May 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
	Administrative	CDA		BEDC		
8	9	10	11	12	13	14
	Park & Rec	Finance Council				
15	16	17	18	19	20	21
	PFC	Plan Library	BID	UW Campus		
22	23	24	25	26	27	28
	Public Safety	Finance Council	Ambulance	Public Arts EM Mgmt.		
29	30	31	1	2	3	4
	Memorial Day Offices CLOSED					

PLEASE TAKE NOTICE - Any person who has a qualifying disability as defined by the Americans with Disabilities Act who requires the meeting or materials at the meeting to be in an accessible location or format should contact the City Clerk at 101 South Blvd., Baraboo WI or phone (608) 355-2700 during regular business hours at least 48 hours before the meeting so reasonable arrangements can be made to accommodate each request.

Agenda jointly prepared by D. Griggel and B. Zeman

Agenda posted on 04/22/2022

Council Chambers, Municipal Building, Baraboo, Wisconsin Tuesday, April 12, 2022 – 7:00 p.m.

Mayor Nelson called the regular meeting of Council to order.

Roll call was taken.

Council Members Present: Wedekind, Kolb, Plautz, Kent, Petty, Ellington, Sloan, Kierzek, Thurow Council Members Absent:

Others Present: Lt. LaBroscian, Clerk Zeman, Adm. Bradley, J. Ostrander, C. Johnson, T. Pinion, K. Stieve, M. Hardy, Bryant Hazard, members of the press and others.

The Pledge of Allegiance was given.

Moved by Kolb, seconded by Wedekind and carried to approve the minutes of March 22, 2022.

Moved by Ellington, seconded by Sloan and carried to approve the agenda.

Compliance with the Open Meeting Law was noted.

PRESENTATIONS – None Scheduled.

PUBLIC HEARINGS – None Scheduled.

PUBLIC INVITED TO SPEAK – No one spoke.

MAYOR'S BUSINESS

- Reorganizational Council Meeting will be on Tuesday, April 19, 2022 at 8:00pm
- The next stage in developing the City's Economic Resiliency Plan will be a pair of community open houses conducted on Thursday, April 21 at City Hall between noon and 1:00 p.m., and at Baraboo High School from 5:30 p.m. to 7:30 p.m.
- Groundbreaking for the Library will take place on April 28, 2022
- The Mayor read a proclamation declaring April 29, 2022 as Arbor Day in Baraboo.

CONSENT AGENDA

Resolution No. 21-176

THAT the Accounts Payable, in the amount of \$ 731,018.53 as recommended for payment by the Finance/Personnel Committee, be allowed and ordered paid.

Resolution No. 21-177

THAT the "Schedule for Successor of Agent" submitted by Kwik Trip, Inc., appointing Cody Sayles as the new agent be approved. The City Clerk is authorized to re-issue the liquor license for Kwik Trip, Inc., Store #657, including Cody Sayles as the agent.

Resolution No. 21-178

THAT the City Clerk be authorized to issue the following Picnic Licenses:

Baraboo Area Chamber of Commerce, Big Top Parade & Circus Celebration, June 25, 2022

Moved by Petty, seconded by Kolb and carried that the Consent Agenda be approved-9 ayes.

ORDINANCES ON 2ND READING

Moved by Sloan, seconded by Wedekind and carried unanimously to approve the 2nd reading of

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Ordinance No. 2591 amending Section 17.18(4)(a) and the Zoning District Map rezoning Lots 93 and 94 of the Second Addition to Spruce Haven from B-3, Highway-Oriented Business to R-4, Four thru Twelve Family Residential and Lots 95 & 134 through 137 of the Second Addition to Spruce Haven from B-3, Highway-Oriented Business to R-5, Thirteen Family and Up Residential, located on Silver Drive south of Mine Road, in the SW1/4 of the NE1/4 of Section 11, T11N, R6E, in the City of Baraboo, Sauk County, Wisconsin.

Moved by Ellington, seconded by Kolb and carried unanimously to approve the 2nd reading of Ordinance No. 2592 approving the General Development Plan/Specific Implementation Plan for Corey Oil LTD in accordance with Steps 3 and 4 of the Planned Development process to expand their existing bulk fuel storage facility and add an accessory structure on their 0.19-acres site at the southwest corner of the intersection of Potter Street and Depot Street in the City of Baraboo, Sauk County, Wisconsin.

Moved by Wedekind, seconded by Kolb and carried, 1 nay (Sloan), to approve the 2nd reading of Ordinance No. 2593 approving the General Development Plan/Specific Implementation Plan for Menard Inc. in accordance with Steps 3 and 4 of the Planned Development process and the corresponding rezoning as a Planned Unit Development for Menard Inc to allow a self-service storage facility on the vacant 8-acre lot on the south side of their existing facility, located in a B-3 Highway Oriented Business Zoning District at 1040 State Rd 136, in and the City of Baraboo, Sauk County, Wisconsin.

<u>NEW BUSINESS - RESOLUTIONS</u>

City of Baraboo Council Minutes

Resolution No. 21-179

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

TO: Authorize the agreement and contract with Baraboo District Ambulance for City Authorize blood draw services for \$75/ draw. The Baraboo District Ambulance Board has reviewed and signed this extension. There is no expiration date as drafted.

Moved by Sloan, seconded by Petty and carried that **Resolution No. 21-179** be approved-9 ayes.

Resolution No. 21-180

RESOLUTION AUTHORIZING THE ISSUANCE OF \$5,000,000 GENERAL OBLIGATION PROMISSORY NOTES AND THE ISSUANCE AND SALE OF A \$5,000,000 NOTE ANTICIPATION NOTE IN ANTICIPATION THEREOF

WHEREAS, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City of Baraboo, Sauk County, Wisconsin (the "City") to provide interim financing for public purposes, including financing water, sewer and street improvement projects in TID No. 12 (collectively, the "Project");

WHEREAS, cities are authorized by the provisions of Chapter 67, Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to authorize the issuance of and covenant to issue general obligation promissory notes (the "Securities") to provide permanent financing for the Project;

WHEREAS, the Securities have not yet been issued or sold;

WHEREAS, cities are authorized by the provisions of Section 67.12(1)(b), Wisconsin Statutes, to issue note anticipation notes in anticipation of receiving the proceeds from the issuance and sale of the Securities;

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to authorize the issuance and sale of a note anticipation note pursuant to Section 67.12(1)(b), Wisconsin Statutes (the "Note"), in anticipation of receiving the proceeds from the issuance and sale of the Securities, to provide interim financing to pay the cost of the Project; and

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to sell the Note to Baraboo State Bank (the "Purchaser"), pursuant to the terms and conditions of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Authorization and Issuance of Securities. The City hereby authorizes the issuance and declares its intention and covenants to issue the Securities pursuant to the provisions of Chapter 67, Wisconsin Statutes, in an amount sufficient to retire the Note. There is hereby levied on all the taxable property in the City a direct, annual, irrepealable tax sufficient to pay the interest on said Securities as it becomes due, and also to pay and discharge the principal thereof.

Section 2. Authorization and Sale of the Note. In anticipation of the sale of the Securities, for the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(1)(b), Wisconsin Statutes, the principal sum of up to FIVE MILLION DOLLARS (\$5,000,000) from the Purchaser. To evidence the obligation of the City, the Mayor and City

Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, the Note in the principal amount of FIVE MILLION DOLLARS (\$5,000,000) for a purchase price equal to the principal amount drawn under the Note.

Section 3. Terms of the Note. The Note shall be designated "Note Anticipation Note"; shall be issued in the principal amount of \$5,000,000; shall be dated its date of issuance; shall be in the denomination of \$100,000 or more (exclusive of the initial draws which may be in amounts less than \$100,000); shall be initially numbered R-1; and shall bear interest at the rate of 2.15% per annum (but only on such amounts as shall have been drawn under the Note from the dates such amounts are drawn) and mature on April 28, 2027. Principal of the Note may be drawn by the City as needed up to the full principal amount of the Note, or so much thereof as the City may require. Interest shall be payable semi-annually on April 28 and October 28 of each year, commencing on October 28, 2022. Interest shall be computed upon a 365/360 basis.

Section 4. Redemption Provisions. The Note shall be subject to redemption prior to maturity, at the option of the City, on any date. Said Note shall be redeemable, as a whole or in part, at the principal amount thereof, plus accrued interest to the date of redemption.

Section 5. Form of the Note. The Note shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

<u>Section 6. Security.</u> The Note shall in no event be a general obligation of the City and does not constitute an indebtedness of the City nor a charge against its general credit or taxing power.

No lien is created upon the Project or any other property of the City as a result of the issuance of the Note. The Note shall be payable only from (a) any proceeds of the Note set aside for payment of interest on the Note as it becomes due and (b) proceeds to be derived from the issuance and sale of the Securities, which proceeds are hereby declared to constitute a special trust fund, hereby created and established, to be held by the City Clerk or City Treasurer and expended solely for the payment of the principal of and interest on the Note until paid. The City hereby agrees that, in the event such monies are not sufficient to pay the principal of and interest on the Note when due, if necessary, the City will pay such deficiency out of its annual general tax levy or other available funds of the City, including tax increment from the City's TID No. 12; provided, however, that such payment shall be subject to annual budgetary appropriations therefor and any applicable levy limits; and provided further, that neither this Resolution nor any such payment shall be construed as constituting an obligation of the City to make any such appropriation or any further payments.

Section 7. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund. Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for Note Anticipation Note" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Note is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Note; (ii) any proceeds of the Note representing capitalized interest on the Note or other funds appropriated by the City for payment of interest on the Note, as needed to pay the interest on the Note when due; (iii) proceeds of the Securities (or other obligations of the City issued to pay principal of or interest on the Note); (iv) such other sums as may be necessary at any time to pay principal of and interest on the Note when due and which are appropriated by the Common Council for that purpose; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Note until all such principal and interest has been paid in full and the Note canceled; provided that such monies may be invested in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Said account shall be used for the sole purpose of paying the principal of and interest on the Note and shall be maintained for such purpose until the Note is fully paid or otherwise extinguished, and shall at all times be invested in a manner that conforms with the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When the Note has been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

<u>Section 8. Covenants of the City.</u> The City hereby covenants with the owners of the Note as follows:

- (A) It shall issue and sell the Securities as soon as practicable, as necessary to provide for payment of the Note;
- (B) It shall segregate the proceeds derived from the sale of the Securities into the special trust fund herein created and established and shall permit such special trust fund to be used for no purpose other than the payment of principal of and interest on the Note until paid. After the payment of principal of and interest on the Note in full, said trust fund may be used for such other purposes as the Common Council may direct in accordance with law; and,
- (C) It shall maintain a debt limit capacity such that its combined outstanding principal amount of general obligation bonds or notes or certificates of indebtedness and the \$5,000,000 authorized for the issuance of the Securities to provide for the payment of the Note shall at no time exceed its constitutional debt limit.

Section 9. Proceeds of the Note; Segregated Borrowed Money Fund. The proceeds of the Note (the "Note Proceeds") (other than accrued interest which must be paid at the time of the delivery of the Note into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed or for the payment of the principal of and interest on the Note. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Note has been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 10. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Note to be an "arbitrage bond" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Note, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Note to the Purchaser which will permit the conclusion that the Note is not an "arbitrage bond," within the meaning of the Code or Regulations.

Section 11. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Note and the ownership, management and use of the projects will not cause the Note to be a "private activity bond" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Note including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Note) if taking, permitting or omitting to take such action would cause the Note to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Note to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Note shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Note provided that in meeting such requirements the City will do so only to the extent consistent

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with the proceedings authorizing the Note and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

<u>Section 12. Execution of the Note; Closing; Professional Services.</u> The Note shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price of the first draw on the Note, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Note may be imprinted on the Note in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Note, at least one of the signatures appearing on the Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Note shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Note and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Note, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Note is hereby ratified and approved in all respects.

<u>Section 13. Payment of the Note; Fiscal Agent.</u> The principal of and interest on the Note shall be paid by the City Clerk or the City Treasurer (the "Fiscal Agent").

Section 14. Persons Treated as Owners; Transfer of Note. The City shall cause books for the registration and for the transfer of the Note to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 15. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Note (the "Record Date"). Payment of interest on the Note on any interest payment date shall be made to the registered owners of the Note as they appear on the registration book of the City at the close of business on the Record Date.

Section 16. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the City and the owner or owners of the Note and after issuance of the Note no change or alteration of any kind in the provisions of this Resolution may be made, until the Note has

been paid in full as to both principal and interest. The owner of the Note shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce his or their rights against the City.

<u>Section 17. Record Book.</u> The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Note in the Record Book.

Section 18. Conflicting Resolutions., Severability: Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded April 12, 2022.

Moved by Wedekind, seconded by Plautz and carried that **Resolution No. 21-180** be approved-9 ayes.

Resolution No. 21-181

RESOLUTION APPROVING THE ISSUANCE OF \$6,000,000 INTERIM COMMUNITY DEVELOPMENT REVENUE BONDS BY THE COMMUNITY DEVELOPMENT AUTHORITY AND APPROVING A CONTRIBUTION AND COOPERATION AGREEMENT IN CONNECTION THEREWITH

WHEREAS, the Community Development Authority of the City of Baraboo, Wisconsin (the "Authority") is undertaking a program of blight elimination and community development in the City of Baraboo, Wisconsin (the "City"), consisting of constructing a new library (the "Project"); and

WHEREAS, on April 13, 2021, the Common Council declared certain property described in Exhibit A to be a blighted property and approved the Authority's proposal to acquire such property (the "Project Property"); and

WHEREAS, on April 5, 2022, the Authority authorized the issuance and sale of \$6,000,000 Interim Community Development Revenue Bonds (the "Bonds"), pursuant to the terms provided for in the Authority's Resolution attached hereto as Exhibit B, the proceeds of which shall be used to provide interim financing for the Project; and

WHEREAS, the Authority intends to issue Community Development Revenue Bonds (the "Permanent Bonds") to USDA-Rural Housing Services in an amount sufficient to refund the Bonds in order to provide permanent financing for the Project; and

WHEREAS, the Authority has requested that the City assist in providing support to facilitate the Authority's ability to issue the Bonds, specifically paying interest on the Bonds; and

WHEREAS, the Authority has requested that the City provide such support by entering into an agreement to provide for the payment of interest on the Bonds (the "Contribution and Cooperation Agreement").

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City as follows:

Section 1. Approval of the Contribution and Cooperation Agreement. In order to provide for the payment of interest on the Bonds, the City hereby approves the provisions and terms included in the Contribution and Cooperation Agreement in substantially the form attached hereto as Exhibit C and incorporated herein by this reference. The Mayor and the City Clerk are hereby authorized to execute and deliver the Contribution and Cooperation Agreement, with such insertions, deletions or modifications as the Mayor and City Clerk deem are consistent with this Resolution, on behalf of the City. Execution of the Contribution and Cooperation

Agreement by the Mayor and City Clerk shall constitute conclusive evidence of his or her approval of the form of such agreement.

Section 2. Statement of Intent to Appropriate. The City hereby declares that it fully expects and anticipates that it will appropriate funds each year in an amount equal to the amount requested by the Authority pursuant to Section 2.2 of the Contribution and Cooperation Agreement.

<u>Section 3. Issuance of Permanent Bonds.</u> The City covenants and agrees that it will take all actions within its power necessary to enable the Authority to issue the Permanent Bonds.

<u>Section 4. Execution and Delivery of Documents.</u> The Mayor and City Clerk are hereby authorized for and in the name of the City to execute and deliver any and all additional documents as may be necessary or desirable to effectuate the sale of the Bonds and the completion of the transactions contemplated hereby.

Adopted, approved and recorded this 12th day of April, 2022.

Moved by Petty, seconded by Wedekind and carried that **Resolution No.21-181** be approved-9 ayes.

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

WHEREAS the City of Baraboo is interested in constructing a Splashpad and Restroom/Picnic Shelter facility at Attridge Park in accordance with the City of Baraboo 2022-2026 CORP which will be for public outdoor recreation purposes; and

WHEREAS financial aid matching previous donations received from the community is required to complete the project:

THEREFORE, BE IT RESOLVED THAT the City of Baraboo has agreed to accept a 50% matching donation from the Friends of Baraboo Parks and HEREBY AUTHORIZES the Parks, Recreation and Forestry Director to act on behalf of the City of Baraboo to:

- Submit an application to the State of Wisconsin Department of Natural Resources for any financial aid that may be available;
- Submit reimbursement claims along with necessary supporting documentation within 6 months of project completion date;
- Submit signed documents and

Take necessary action to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED THAT the City of Baraboo will comply with state or federal

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rules for the programs; may perform force account work; will maintain the completed project in an attractive, inviting and safe manner; will keep the facilities open to the public during reasonable hours; and will obtain from the Wisconsin Department of Natural Resources or the National Park Service approval in writing before any change is made in the use of the project

Moved by Kent, seconded by Petty and carried that **Resolution No.21-182** be approved-9 ayes.

Resolution No. 21-183

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

WHEREAS, there is a current shortage of housing supply in the City of Baraboo; and

WHEREAS, conducting a housing study now would allow current and future developers better meet the market need in the City; and

WHEREAS, the City would benefit from a housing study as it could better perform it's anticipated Comprehensive Plan working the need identified in a housing study into the plan; and

WHEREAS, many of the projects current and future are located in existing TID's, this cost can be charged back to the eligible TIDs.

NOW, THEREFORE BE IT RESOLVED, the Baraboo City Council does hereby authorize entering into a contract with Redevelopment Resources for the purposes of performing a housing study as outlined in their proposal and the associated costs be charged back to the benefiting TIDs.

BE IT FURTHER RESOLVED that the City Council authorizes the City Clerk and City Administrator to execute the attached proposal between the City of Baraboo and Redevelopment Resources, not to exceed \$12,500.

Moved by Wedekind, seconded by Petty and carried that **Resolution No.21-183** be approved-9 ayes.

Resolution No. 21-184

WHEREAS a revised Request for Proposal (RFP) seeking Planning and Design Services for a new Fire/EMS Building was issued on February 14, 2022.

AND WHEREAS, four Proposals were submitted prior to the March 30th deadline.

AND WHEREAS, a seven-member Selection Committee independently reviewed the four Proposals and met on April 7th to collectively review them.

AND WHEREAS, the Selection Committee has unanimously determined that Five Bugles Design, a niche service under the Wendel Companies umbrella, offers the best expertise, services and approach for the Planning and Design Services for a new Fire/EMS Building.

NOW, THEREFORE, BE IT RESOLVED the City Administrator is authorized to enter negotiations with Five Bugles Design, a niche service under the Wendel Companies umbrella, for a Lump Sum contract to provide Planning and Design Services for the Fire/EMS Building, in accordance with the provision of the RFP.

Moved by Sloan, seconded by Petty and carried that **Resolution No.21-184** be approved-9 ayes.

Resolution No. 21-185

RESOLVED, BY THE COMMON COUNCIL OF THE CITY OF BARABOO, SAUK COUNTY, WISCONSIN:

WHEREAS, the reconstruction of Madison Street & Madison Avenue between East Street and Draper Street must be scheduled during the 2022/2023 biennium; and

WHEREAS, the Wisconsin Department of Transportation and the City of Baraboo will share the cost of this project pursuant to the term and conditions of the attached Agreement;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Baraboo approves the State-Municipal Project Agreement for a Local Roads Improvement Project dated April 03, 2022.

BE IT FURTHER RESOLVED, that the City Council of the City of Baraboo authorizes the Mayor and City Clerk to execute the State Municipal Project Agreement on behalf of the Council.

Moved by Sloan, seconded by Kent and carried that **Resolution No.21-185** be approved-9 ayes.

NEW BUSINESS – ORDINANCES – None.

ADMINISTRATOR AND COUNCIL COMMENTS – None.

REPORTS, PETITIONS, AND CORRESPONDENCE

The City officially acknowledges receipt and distribution of the following:

- Reports: February 2022 Fire Dept.

 March 2022 Building Inspection
- Minutes from the Following Meetings:

Finance/Personnel Committee-Dennis Thurow Committee Room, #205

March 22, 2022

Members Present: Sloan, Kent, Petty

Absent:

Others Present: Mayor Nelson, Adm. Bradley, Clerk Zeman, J. Ostrander, T. Pinion, Seth Meise

<u>Call to Order</u> –Ald. Sloan called the meeting to order at 6:00p.m. noting compliance with the Open Meeting Law. Moved by Petty, seconded by Kent to approve the minutes of March 8, 2022. Motion carried unanimously. Moved by Kent, seconded by Petty to approve the agenda. Motion carried unanimously.

Action Items

- a) <u>Accounts Payable</u> Moved by Petty, seconded by Kent to recommend to Council approval of the accounts payable for \$1,000,261.48. Motion carried unanimously.
- b) Line of Credit J. Ostrander explained that this is a \$750,000 line of credit that we must renew every 5 years. We borrow the money so that we can put it on our debt service, so we can put it on our levy. We turn around and pay it off in January. This is the lease payment for the Public Safety/Administration building. This renews our agreement with the bank to continue to do this for the next five years, currently paying .55% interest. Motion by Petty, seconded by Kent to recommend to Council authorizing a \$750,000 Line of Credit with the Baraboo State Bank for the Public Safety/Administration building lease payment. Motion carried unanimously.

- c) <u>TID 9 Termination</u> J. Ostrander explained that we are closing TID #9; any expenditures must be done by December 31, 2022. This TID was originally created for the old Ringling Hospital. With the closing of this TID, our overall value will decrease. Motion by Kent, seconded by Petty to recommend to Council authorizing Termination of Tax Incremental District (TID) #9 effective March 22, 2022. Motion carried unanimously.
- d) Hwy 33 Access T. Pinion explained that back in 1991, the DOT came through as part of the Hwy 33 resurfacing project acquired access rights; the Jackson farm was entitled to one single access point. From a public safety standpoint, and because of the current developments, it is not a good idea to put in upwards of 300 dwelling units with a single point of access. The State was petitioned to allow two access points which requires the negotiation of a memorandum of agreement with the DOT to alter the access. The results of these negotiations is they have allowed four access points within the City limits on the south side of Hwy 33: two to the property west of us, one to the property east of us, and one for us. The agreement before the Committee tonight allows us two access points, with the west access being right-in/right-out only, and we will have to do an appraisal to determine the value of the second access point and reimburse the State. Motion by Kent, seconded by Petty to amend the resolution to state "Approving the State/Municipal Agreement between the City of Baraboo and the Wisconsin Department of Transportation Regarding Changes in Access/Intersection Reconstruction" and to recommend to Council authorizing a Memorandum of Agreement (MOA) with the State of Wisconsin for access on State Highway 33. Motion carried unanimously.
- e) Reimbursement of Expenditures J. Ostrander noted that this resolution is to let everyone know that when we borrow funds for this project, we will be paying for some of these costs up front and that we will need to reimburse ourselves. Motion by Petty, seconded by Kent to recommend to Council declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing for the Fire/EMS Facility. Motion carried unanimously.
- f) Baraboo Transit J. Ostrander informed the committee that because of COVID-19 and the lower ridership with the Baraboo Transit Shared Ride program, we are proposing that we take our shortfall out of ARPA funds. We did not get the State CARES funding as we have in the past and because of this, and the decrease in ridership, we have a shortfall for 2021. Ald. Kent requests that this item be brought back to the committee for review of alternative options for providing this service. Motion by Petty, seconded by Kent to recommend to Council the transfer of \$40,097.15 from ARPA funds into the Shared Ride Taxi Fund to cover the 2021 local share. Motion carried unanimously.
- g) Baraboo-Wisconsin Dells Regional Airport Adm. Bradley noted that this is being presented based on discussions from Council's Committee of the Whole and would start the process of withdrawing from the airport. If accepted, it would become effective immediately; however, we are still on the hook for the end of the year financially for what we are committed to for 2022. Part of the original agreement is if anyone backs out, you surrender your rights and forfeit your equity. Motion by Kent, seconded by Petty to recommend to Council withdrawing from the Baraboo-Wisconsin Dells Regional Airport. Motion carried unanimously.

Adjournment – Moved by Kent, seconded by Petty and carried to adjourn at 6:40pm.

Minutes of Plan Commission Meeting

February 15, 2022

<u>Call to Order</u> – Mike Palm called the meeting of the Commission to order at 5:15 PM.

<u>Roll Call</u> – Present were Phil Wedekind, Roy Franzen, Jim O'Neill, Tom Kolb, Dee Marshall, and Matthew Boeggner. Mile Palm was absent.

Also in attendance were Tom Pinion, Mayor Nelson, Mitch Buschkopf, Meg Roback, Tyler Edwards, and Mike Stafford.

Call to Order

- a. <u>Note compliance with the Open Meeting Law.</u> Mayor Designee Palm noted compliance with the Open Meeting Law.
- b. <u>Agenda Approva</u>l: It was moved by Kolb, seconded by Franzen to approve the agenda as posted. Motion carried unanimously.
- c. <u>Minutes Approval</u>: It was moved by O'Neill, seconded by Kolb to approve the minutes of the January 18, 2022 meeting. Motion carried unanimously.

Public Invited to Speak (Any citizen has the right to speak on any item of business that is on the agenda for Commission action if recognized S:\Council\Minutes\2022 Minutes\4-12-2022.doc

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by the presiding officer.) – There were no speakers.

New Business

- a. Request to Rezone Lots 93 and 94 of the Second Addition to Spruce Haven from B-3, Highway-Oriented Business to R-4, Four thru Twelve Family Residential and Lots 95 & 134 through 137 from B-3 Highway-Oriented Business to R-5, Thirteen Family and Up Residential by Robert Bowden No one was in attendance to address this request, no action was taken by the Commission.
- b. Review and approve a One-Lot Certified Survey Map for JDJE, LLC in an I-4 Planned Industrial/Business zoning district, located on the west side of Gateway Drive in the NW1/4 of the SW1/4, Section 3, T11N, R6E in the City of Baraboo, Sauk County, Wisconsin Meg Roback introduced herself to the Commission. Pinion presented the background for the request. It was moved by Kolb, seconded by O'Neill to approve the CSM as presented. On roll call vote for the motion, Ayes Wedekind, Franzen, O'Neill, Kolb, Marshall, and Boeggner. Nay 0, motion carried 6-0.
- c. Review and approve a Site Plan for JDJE, LLC for a proposed Fairfield Inn & Suites hotel on a 2.49-acre lot on the west side of Gateway Drive between Pizza Ranch and Teel Plastics - Meg Roback addressed the Commission. Roback said that they are proposing a 4-story, wood frame hotel for a Fairfield Inn and Suites. She said there will 97 hotel units, full dedicated parking surrounding the building, several outdoor spaces in addition to that parking to serve meeting room and an indoor/outdoor hot tub spa type element, a fire pit patio area that will be off the main lobby and breakfast room. She said that the hotel also features a covered entry and a driveway under entry for the comfort of guests. Roback then presented the exterior materials and color schemes of the proposed hotel. The possible need for storage space was discussed. Roback presented sustainable features. There will be charging stations for electric vehicles. She said the building will contain low flow plumbing fixtures for water conservation and LED energy efficient lighting. She said the owner is looking at an option for an energy management system. She said that the rooms would have energy star appliances. Roback said the owner is looking into the pool being salt-water pool. Kolb asked if the site lighting plan and stormwater management plan have been submitted. Roback said that the site lighting plan would be contingent on approval. Pinion aid that they would have to get a separate permit from the DNR for stormwater management and the City mirrors the DNR requirements. Kolb moved to approve the site plan for the JDJE, LLC for a proposed Fairfield Inn & Suites conditioned on meeting stormwater management, site lighting, and landscaping requirements, and approved by management. O'Neill seconded the motion. On roll call vote for the motion, Ayes -O'Neill, Kolb, Marshall, Boeggner, Wedekind, and Franzen. Nay – 0, motion carried 6-0.
- d. Consider the General Development Plan Specific Implementation Plan in accordance with Steps 3 and 4 of the Planned Development process for Menards for a self-service storage facility on the vacant 8-acre lot on the south side of their existing facility, located at 1040 State Rd 136, in the City of Baraboo, Sauk County, Wisconsin Tyler Edwards, Real Estate Division for Menard's addressed the Commission. He said that all the doors face in; all units will be fully enclosed with no rows of doors being visible. He then presented the landscape, and site lighting plans. Edwards then presented the elevations and exterior materials and colors to the Commission. Edwards said that they are looking into the possibility of the use of solar energy. Kolb asked if Edwards would consider working with the Baraboo Arts Council at some time for a possible mural on the wall. Edwards answered in the affirmative. Kolb moved to forward to Council with a positive recommendation, conditioned on the landscaping and stormwater plans being approved by the City. Boeggner seconded the motion. Franzen said that it wasn't long ago the Commission denied a project of this sort across from Walmart, he feels the Commission didn't want it then and should not have it now. Boeggner said given the location of this project and the new highway going in, going down that stretch it is a lot different from being the first thing you see as you come off the highway. On roll call vote for the motion, Ayes O'Neill, Kolb, Marshall, Boeggner, and Wedekind. Nay Franzen. Motion carried 5-1.
- e. Review a Conceptual Development Plan in accordance with Step 2 of the Planned Development process for Corey Oil LTD to expand their existing bulk fuel storage facility and add an accessory structure on their 0.19-acre site at the southwest corner of the intersection of Potter Street and Depot Street in the City of Baraboo, Sauk County, Wisconsin Mike Stafford addressed the Commission. Stafford said that they want to use the 10x16 building for an accessory to the bulk plant. He said that it is needed most for security cameras, internet, and the new tank monitoring system. Pinion explained to the Commission the need for the PUD zoning. The consensus of the Commission was to move forward with the PUD Zoning.
- f. Review and recommend approval of the Final Plat of Greenfield Reserve, a residential subdivision on the south side of STH 33 approximately ¼ of a mile east of Taft Avenue (CTH T), located in the east half of the SW1/4 of Section 31, T12N R7E and the N1/4 of the NW1/4 of Section 6, T12N, R6E, City of Baraboo, Sauk County, Wisconsin Pinion presented the background for the Final Plat for Greenfield Reserve. Pinion explained the Stormwater plan to

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the Commission. It was moved by Kolb, seconded by Franzen to recommend approval of the Final Plat of Greenfield Reserve as presented. On roll call vote on the motion, Ayes – Kolb, Marshall, Boeggner, Wedekind, Franzen, and O'Neill. Nay – 0, motion carried 6-1.

Adjournment - It was moved by Kolb, seconded by O'Neill to adjourn at 6:11 p.m. The motion carried unanimously.

Baraboo BID Meeting Minutes

3/16/2022

Present:

Members: S. Fay, T. Wickus, B. Stelling, K. Thurow, T. Sloan, B. McDaniel

Absent:

Members: S. Ramsey Brunker, M. Yount

Others:

Andrew w/ Baraboo Radio Shack. Tracey Sefkar w/ Baraboo State Bank

President Fay called the meeting to order at 6:04 PM

Roll Call

Approval of February 2022 minutes: Sloan/McDaniel, Carried

Adoption of Agenda: Thurow/Stelling, Carried

Officer/Committee:ReportPresident:NoneSecretary:NoneTreasurer:None

Appearances: Planters are still frozen, sleigh removal soon

Business Development: None Finance: None Parking: None

Promotions: Ad being placed in Wisconsin Dells Hotline, billboard at Johnson Insurance being

updated, 2 new Farmers Market vendors

Old Business:

o None

New Business:

- Approval of financials
 - o Motion to approve financials: Stelling/McDaniel, Carried
- Approval of Vouchers
 - O City of Baraboo invoice# 12545 for 3rd & 4th Quarter copies and 4th Quarter postage
 - **\$78.74**
 - o Graber Manufacturing invoice# 88475 for circus wheel bike rack
 - **\$150.00**
 - o Total: \$228.74
 - Motion to approve: Sloan/McDaniel, Carried
- Garbage Can Discussion
 - Waiting to hear back from Tony
- BID Board seats and options
 - o Need to fill 1 seat with either owner or retail tenant

Next Meeting Items:

- Electricity update
- Reserves planning and spending

Motion to adjourn at 6:43 PM by Wickus/McDaniel, carried.

•	Copies o	f these meeting minutes are on fi	ile in the Clerk's office:
	_	•	
	DEC	0.04.0000.04.4.0000	

PFC......2-21-2022, 3-14-2022 Ambulance.....2-23-2022 CDA......3-1-2022 Public Arts.....1-27-2022

Library.....2-14-2022, 2-15-2022 Bicvcle Advisory Comm.....2-10-2022, 2-23-2022

Petitions & Correspondence Being Referred: None.

CLOSED SESSION

Moved by Wedekind, seconded by Petty, to go into Closed Session.

The Mayor announced that the Council will go into Closed Session for three purposes:

- Pursuant to \$19.85(1)(e), Wis. Stat., to deliberate or negotiate the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.
 - Potential Land Acquisition(s)
 - Pre-Development Agreement 0

Council Members Present: Wedekind, Kolb, Plautz, Kent, Petty, Ellington, Sloan, Kierzek, Thurow Council Members Absent:

Others Present: Lt. LaBroscian, Clerk Zeman, Adm. Bradley, J. Ostrander, C. Johnson, T. Pinion, K. Stieve, M. Hardy, Bryant Hazard

- Pursuant to §19.85(1)(e), Wis. Stat., to deliberate or negotiate the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.
 - Union Negotiations

Council Members Present: Wedekind, Kolb, Plautz, Kent, Petty, Ellington, Sloan, Kierzek, Thurow Council Members Absent:

Others Present: Lt. LaBroscian, Clerk Zeman, Adm. Bradley, J. Ostrander, Bryant Hazard

OPEN SESSION

Moved by Sloan, seconded by Ellington, to return to Open Session. The Mayor will announce that the Council will return to Open Session as per §19.85(2), Wis. Stats., to address any business that may be the result of discussions conducted in Closed Session.

Resolution No. 2021-186

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

WHEREAS, city staff has been in discussions with Developer in regards to City owned property located on Lynn St, Vine St. and Walnut St. parcels 206-1769-00000, 206-0934-00000, 206-1769-10000 ("Project"); and

WHEREAS, the Parties are continuing to negotiate the terms of the development agreement; and

WHEREAS, the Parties would each like to secure certain rights at this time, with said terms contained in this Agreement, prior to investing additional time and money in exploring the development of the Project; and

WHEREAS, the City finds that allowing the Developer to secure certain rights to the Property at this time and contingent to the terms contained in this Agreement will be beneficial to the City for many reasons, including the possibility of the Project bringing additional housing to the City of Baraboo.

NOW, THEREFORE BE IT RESOLVED, the Baraboo City Council does hereby authorize entering into the pre-development agreement in accordance with the terms set forth and directs staff to take the steps necessary to facilitate the City's responsibilities under this agreement.

BE IT FURTHER RESOLVED that the City Council authorizes the City Clerk and City Administrator to execute the attached City of Baraboo and 3 Amigos Pre-Development Agreement.

Moved by Petty, seconded by Kolb and carried that **Resolution No.21-186** be approved-9 ayes.

Resolution No. 21-187

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

WHEREAS the City of Baraboo is interested in acquiring proposed park lands in accordance with the City of Baraboo 2022-2026 CORP which will be for public outdoor recreation purposes; and;

WHEREAS costs to include acquisition, relocation, environmental studies, attorney fees, closing costs and signage may be included as eligible costs as part of the application in accordance with DNR grant guidelines; and

WHEREAS financial aid matching from the City's TID #10 is required to complete the project:

THEREFORE, BE IT RESOLVED THAT the City of Baraboo has agreed to pursue DNR grant funding for the project and HEREBY AUTHORIZES the Parks, Recreation and Forestry Director and/or the city Administrator to act on behalf of the City of Baraboo to:

- Submit an application to the State of Wisconsin Department of Natural Resources for any financial aid that may be available;
- Submit reimbursement claims along with necessary supporting documentation within 6 months of project completion date;
- Submit signed documents and

Take necessary action to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED THAT the City of Baraboo will comply with state or federal rules for the programs; may perform force account work; will maintain the completed project in an attractive, inviting and safe manner; will pursue activities to make the site accessible and open to the public during reasonable hours for future outdoor recreation pursuits; and will obtain from the Wisconsin Department of Natural Resources or the National Park Service approval in writing before any change is made in the use of the project site

Moved by Sloan, seconded by Thurow and carried that **Resolution No.21-187** be approved-9 ayes.

<u>ADJOURNMENT</u>

Moved by Ellington, seconded by Petty, and carried on voice vote, that the meeting adjourn at 8:11pm.

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Brenda Zeman, City Clerk

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Council Chambers, Municipal Building, Baraboo, Wisconsin Tuesday, April 19, 2022 – 8:00 p.m.

Mayor Nelson called the regular meeting of Council to order.

Roll call was taken.

Council Members Present: Wedekind, Kolb, Kent, Petty, Ellington, Sloan, Kierzek, Thurow

Council Members Absent: Plautz

Others Present: Adm. Bradley, Clerk Zeman, T. Pinion, J. Ostrander, Alderperson District 3 Elect Bryant Hazard, members of the press and others.

The Pledge of Allegiance was given.

Moved by Ellington, seconded by Thurow and carried unanimously to approve the agenda.

Compliance with the Open Meeting Law was noted.

OATH OF OFFICE

Clerk Zeman administered the Oath of Office to Alderpersons Hazard, Ellington, and Thurow.

PUBLIC INVITED TO SPEAK – No one spoke.

ELECTION BY COMMOM COUNCIL

a) Council President

Motion by Sloan, seconded by Kolb to nominate Joel Petty for Council President. Motion by Sloan, seconded by Kolb and carried unanimously to close nominations. Upon secret ballot, Ald. Petty was declared the Council President by a vote of 9 to 0.

b) Plan Commission

Motion by Petty, seconded by Kent to nominate Phil Wedekind and Tom Kolb to the Plan Commission. Motion by Petty, seconded by Ellington and carried unanimously to close nominations. Motion by Hazard, seconded by Petty and carried unanimously to elect Phil Wedekind and Tom Kolb to serve on the Plan Commission. Mayor Rob Nelson will also serve on the Plan Commission.

MAYORAL APPOINTMENT

The Mayor announced appointments to the Standing Committees of Council, the Baraboo-Wisconsin Dells Airport Commission, the Board of Review, and the UW Campus Commission.

a) Standing Committees: The first person listed is the Chairperson of the Committee.

	Finance/Personnel	Scott Sloan	Jason Kent	Joel Petty
	Public Safety	Thomas Kolb	Phil Wedekind	John Ellington
	Administrative	M. Kathleen Thurov	v <u>Heather Kierzek</u>	Bryant Hazard
	Incumbent	Position	Newly Appointed	New Term Ends
b)	Baraboo-Wisconsin Del	lls Airport Commiss	<u>ion</u>	
,	Rob Nelson	Mayor (or Designee)	Rob Nelson	_ 6/30/2024
	Kathleen Thurow	Alternate	M. Kathleen Thurow	6/30/2024
c)	Board of Review			
	Phil Wedekind	Alderperson	M. Kathleen Thurow	<u>v</u> 4/17/2023
	Thomas Kolb	Alderperson	Thomas Kolb	4/17/2023
	Jason Kent	Alderperson	Jason Kent	_ 4/17/2023
	The other six members ar	re appointed as alternates.		

d) <u>UW Campus Commission</u>

City of Baraboo Council Mi	nutes April 19, 2022	Volume 44	Page #2
DI '1 PW 11' 1	.11	D1 '1 FW	. /
Phil Wedekind	Alderperson	Phil Wedekind	4/17/2023
Thomas Kolb Cheryl Giese	Alderperson Citizen	<u>Thomas Kolb</u> Cheryl Giese	4/17/2023 4/17/2023

CONSENT AGENDA

Resolution No. 22-01

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

THAT the Baraboo State Bank qualifies as a public depository under Chapter 34 of the Wisconsin Statutes, and is hereby designated as a depository in which funds of this municipality may, from time to time, be deposited; that the following described accounts have been opened and maintained in the name of this municipality with the bank; that the persons and the number thereof designated by title below be authorized for and on behalf of the municipality to sign drafts or order checks as provided by Section 66.0607 of the Wisconsin Statutes, for payment or withdrawal of money from said accounts:

	# of Required	
Account #	Signatures	Authorized Persons
101064029	1	Treasurer
104502957	2	Clerk and Treasurer
104551192	2	Clerk and Treasurer
101001035	2	Clerk and Treasurer
101149830	2	Clerk and Treasurer
101066015	2	Clerk and Treasurer
101000888		Clerk and Treasurer
101153201		Clerk and Treasurer
104550099	2	Clerk and Treasurer
104506359	2	Clerk and Treasurer
104522281	2	Clerk and Treasurer
104565819	2	Clerk and Treasurer
103035891		Clerk and Treasurer
101000934	2	Clerk and Treasurer
104557859	2	Clerk and Treasurer
101000950	2	Director and Commissioner
101000829	2	Director and Commissioner
101000683		Director and Commissioner
101006473	2	Director and Commissioner
104523946	2	Director and Commissioner
104523385	2	Director and Commissioner
104547551	2	Director and Commissioner
101xx4985	2	Director and Commissioner
101xx9375	2	Director and Commissioner
	101064029 104502957 104551192 101001035 101149830 101066015 101000888 101153201 104550099 104506359 104522281 104565819 103035891 101000934 104557859 101000950 101000829 101000683 101006473 104523385 104547551 101xx4985	101064029 1 104502957 2 104551192 2 101149830 2 101066015 2 101000888 2 1014550099 2 1045506359 2 104522281 2 103035891 2 101000934 2 101000950 2 101000829 2 101006473 2 104523946 2 10457551 2 101xx4985 2

BE IT FURTHER RESOLVED that the persons and the number thereof, designated by title below, be authorized for and on behalf of this municipality to sign drafts and order checks as provided in Section 66.0607 of the Wisconsin Statutes for payment or withdrawal of money from the following accounts:

		# of Required	
Name or Type of Account	Account #	Signatures	Authorized
Persons		O	
General Fund Account	101000306	2	Mayor, Clerk and Treasurer
Utilities Account NOW	101000292	2	Mayor, Clerk and Treasurer
CDA Disbursement	101153805	2	Director and Commissioner

BE IT FURTHER RESOLVED that withdrawals from savings or time deposits shall be by written order pursuant to 66.0607(3) of the Wisconsin Statutes and each transfer order shall be signed by the Clerk and Treasurer, provided, however, in lieu of personal signatures of the Clerk and Treasurer, the facsimile signature adopted by the person and approved by this Council may be affixed to the transfer order; that pursuant to 66.0607(3m) the use of money transfer techniques, including electronic funds transfers and automatic clearinghouse methods, may be used and that the Treasurer shall keep a record of date, payee and amount of such transactions.

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be delivered to the Bank.

THAT the Wells-Fargo Bank qualifies as a public depository under Chapter 34 of the Wisconsin Statutes, is hereby designated as a depository in which funds of this municipality may, from time to time, be deposited; that the following described accounts have been opened and maintained in the name of this municipality with the Bank; that the persons and the number thereof designated by title below be authorized for and on behalf of the municipality to sign drafts or order checks a provided by Section 66.0607 of the Wisconsin Statutes, for payment or withdrawal of money from said accounts:

		# of Required		
Name or Type of Account	Account #	Signatures	Authorized Persons	
**		O		
General Fund	908-640	2	Clerk and Treasurer	

BE IT FURTHER RESOLVED that withdrawals from savings or time deposits shall be by written order pursuant to 66.0607(3) of the Wisconsin Statutes and each transfer order shall be signed by the Clerk and Treasurer, provided, however, in lieu of personal signatures of the Clerk and Treasurer, the facsimile signature adopted by the person and approved by this Council may be affixed to the transfer order; that pursuant to 66.0607(3m) the use of money transfer techniques, including electronic funds transfers and automatic clearinghouse methods, may be used and that the Treasurer shall keep a record of date, payee and amount of such transactions.

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be delivered to the Bank.

Resolution No. 22-03 Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

THAT the Community First Bank qualifies as a public depository under Chapter 34 of the Wisconsin Statutes and is hereby designated as a depository in which funds of the City of Baraboo may from time to time be deposited; that the following described accounts have been opened and maintained in the name of this municipality with the bank; that the persons and the number thereof designated by title below be authorized for and on behalf of the municipality to sign drafts or order checks as provided by Section 66.0607 of the Wisconsin Statutes, for payment or withdrawal of money from said accounts:

		# of Required	
Name or Type of Account	Account #	Signatures	Authorized Persons
• •		J	
General Fund Money Market	86190136	2	Clerk and Treasurer
CDBG Money Market	86142136	2	Director and Commissioner
ED Revolving Loan	86186300	2	Director and Commissioner
LRPH Money Market	86147236	2	Director and Commissioner

BE IT FURTHER RESOLVED that withdrawals from savings or time deposits shall be by written order pursuant to 66.0607(3) of the Wisconsin Statutes and each transfer order shall be signed by the Clerk and Treasurer, provided, however, in lieu of personal signatures of the Clerk and Treasurer, the facsimile signature adopted by the person and approved by this Council may be affixed to the transfer order; that pursuant to 66.0607(3m) the use of money transfer techniques, including electronic funds transfers and automatic clearinghouse methods, may be used and that the Treasurer shall keep a record of date, payee and amount of such transactions.

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be delivered to the Bank.

Resolution No. 22-04

THAT the Summit Credit Union qualifies as a public depository under Chapter 34 of the Wisconsin State Statutes and is hereby designated as a depository in which funds of the city of Baraboo may from time to time be deposited, that the following described accounts have been opened and maintained in the name of this municipality with the bank; that the persons and the number thereof designated by title below be authorized for and on behalf of the municipality to sign drafts or order

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checks as provided by Section 66.0607 of the Wisconsin Statutes, for payment or withdrawal of money from said accounts:

	#	f of Required	
Name or Type of Account	Account #	Signatures	Authorized Persons
		O	
Fire Benefit Fund	126696102	2	Clerk and Treasurer
Utility Money Market	14890100-0070	2	Clerk and Treasurer

BE IT FURTHER RESOLVED that withdrawals from savings or time deposits shall be by written order pursuant to 66.0607(3) of the Wisconsin Statutes and each transfer order shall be signed by the Clerk and Treasurer, provided, however, in lieu of personal signatures of the Clerk and Treasurer, the facsimile signature adopted by the person and approved by this Council may be affixed to the transfer order; that pursuant to 66.0607(3m) the use of money transfer techniques, including electronic funds transfers and automatic clearinghouse methods, may be used and that the Treasurer shall keep a record of date, payee and amount of such transactions.

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be delivered to the Summit Credit Union.

Resolution No. 22-05

THAT the Local Government Investment Pool qualifies as a public depository under Chapter 34 of the Wisconsin Statutes, is hereby designated as a depository in which funds of this municipality may, from time to time, be deposited; that the following described account be opened and maintained in the name of this municipality with the Local Government Investment Pool; that the persons and the number thereof designated by title below be authorized for and on behalf of the municipality to sign drafts or order checks as provided by Section 66.0607 of the Wisconsin Statutes, for payment or withdrawal of money from said accounts:

		# of Required	
Name or Type of Account	Account #	Signatures	Authorized Persons
* .		O	
Local Government Investment Pool Deposito	or 856206	1	Treasurer
Local Government Investment Pool Deposito	or 875004	1	CDA Director

BE IT FURTHER RESOLVED that withdrawals from savings or time deposits shall be by written transfer order pursuant to 66.0607(3) of the Wisconsin Statutes and each transfer order shall be signed by the Clerk and Treasurer, provided, however, in lieu of personal signatures of the clerk and Treasurer, the facsimile signature adopted by the person and approved by this Council may be affixed to the transfer order; that pursuant to 66.0607(3m) the use of money transfer techniques, including electronic funds transfers and automatic clearinghouse methods, may be used and that the Treasurer shall keep a record of date, payee and amount of such transactions.

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be delivered to the Pool.

Resolution No. 22-06

THAT the Citizens Community Federal Bank qualifies as a public depository under Chapter 34 of the Wisconsin Statutes and is hereby designated as a depository in which funds of the City of Baraboo may from time to time be deposited; that the following described accounts have been opened and maintained in the name of this municipality with the bank; that the persons and the number thereof designated by title below be authorized for and on behalf of the municipality to sign drafts or order checks as provided by Section 66.0607 of the Wisconsin Statutes, for payment or withdrawal of money from said accounts:

		# of Required		
Name or Type of Account	Account # Signatures		Authorized Persons	
		O		
General Fund Money Market	20032292	2	Clerk and Treasurer	

BE IT FURTHER RESOLVED that withdrawals from savings or time deposits shall be by written order pursuant to 66.0607(3) of the Wisconsin Statutes and each transfer order shall be signed by the Clerk and Treasurer, provided, however, in lieu of personal signatures of the Clerk and Treasurer, the facsimile signature adopted by the person and approved by this Council may be affixed to the transfer order; that pursuant to 66.0607(3m) the use of money transfer techniques, including electronic funds transfers and automatic clearinghouse methods, may be used and that the Treasurer shall keep a record of date, payee and amount of such transactions.

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be delivered to the Bank.

Resolution No. 22-07

THAT the Bank of Prairie du Sac qualifies as a public depository under Chapter 34 of the Wisconsin Statutes and is hereby designated as a depository in which funds of the City of Baraboo may from time to time be deposited; that the following described accounts have been opened and maintained in the name of this municipality with the bank; that the persons and the number thereof designated by title below be authorized for and on behalf of the municipality to sign drafts or order checks as provided by Section 66.0607 of the Wisconsin Statutes, for payment or withdrawal of money from said accounts:

		# of Required	
Name or Type of Account	Account #	Signatures	Authorized Persons
• •		O	
General Fund	471582	2	Clerk and Treasurer

BE IT FURTHER RESOLVED that withdrawals from savings or time deposits shall be by written order pursuant to 66.0607(3) of the Wisconsin Statutes and each transfer order shall be signed by the Clerk and Treasurer, provided, however, in lieu of personal signatures of the Clerk and Treasurer, the facsimile signature adopted by the person and approved by this Council may be affixed to the transfer order; that pursuant to 66.0607(3m) the use of money transfer techniques, including electronic funds transfers and automatic clearinghouse methods, may be used and that the Treasurer shall keep a record of date, payee and amount of such transactions.

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be delivered to the Bank.

Resolution No. 22-08

THAT the Bank of Wisconsin Dells qualifies as a public depository under Chapter 34 of the Wisconsin Statutes and is hereby designated as a depository in which funds of the City of Baraboo may from time to time be deposited; that the following described accounts have been opened and maintained in the name of this municipality with the bank; that the persons and the number thereof designated by title below be authorized for and on behalf of the municipality to sign drafts or order checks as provided by Section 66.0607 of the Wisconsin Statutes, for payment or withdrawal of money from said accounts:

		# of Required		
Name or Type of Account	Account #	Signatures	Authorized Persons	
•		9		
General Fund Money Market	163563	2	Clerk and Treasurer	

BE IT FURTHER RESOLVED that withdrawals from savings or time deposits shall be by written order pursuant to 66.0607(3) of the Wisconsin Statutes and each transfer order shall be signed by the Clerk and Treasurer, provided, however, in lieu of personal signatures of the Clerk and Treasurer, the facsimile signature adopted by the person and approved by this Council may be affixed to the transfer order; that pursuant to 66.0607(3m) the use of money transfer techniques, including electronic funds transfers and automatic clearinghouse methods, may be used and that the Treasurer shall keep a record of date, payee and amount of such transactions.

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BE IT FURTHER RESOLVED that a certified copy of this resolution shall be delivered to the Bank.

Resolution No. 22-09

THAT the US Treasury qualifies as a public depository under Chapter 34 of the Wisconsin Statutes and is hereby designated as a depository in which funds of the City of Baraboo may from time to time be deposited; that the following described accounts have been opened and maintained in the name of this municipality with the bank; that the persons and the number thereof designated by title below be authorized for and on behalf of the municipality to sign drafts or order checks as provided by Section 66.0607 of the Wisconsin Statutes, for payment or withdrawal of money from said accounts:

Name or Type of Account	Account #	Signatures	Authorized
Persons		S	
General Fund	City 57206	2	Clerk and Treasurer

BE IT FURTHER RESOLVED that withdrawals from savings or time deposits shall be by written order pursuant to 66.0607(3) of the Wisconsin Statutes and each transfer order shall be signed by the Clerk and Treasurer, provided, however, in lieu of personal signatures of the Clerk and Treasurer, the facsimile signature adopted by the person and approved by this Council may be affixed to the transfer order; that pursuant to 66.0607(3m) the use of money transfer techniques, including electronic funds transfers and automatic clearinghouse methods, may be used and that the Treasurer shall keep a record of date, payee and amount of such transactions.

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be delivered to the Treasury.

Resolution No. 22-10

THAT the Prevail Bank qualifies as a public depository under Chapter 34 of the Wisconsin State Statutes and is hereby designated as a depository in which funds of the City of Baraboo may from time to time be deposited, that the following described accounts have been opened and maintained in the name of this municipality with the bank; that the persons and the number thereof designated by title below be authorized for and on behalf of the municipality to sign drafts or order checks as provided by Section 66.0607 of the Wisconsin Statutes, for payment or withdrawal of money from said accounts:

		# of Required	
Name or Type of Account	Account #	Signatures	Authorized Persons
•		O	
General Fund	10080968	2	Clerk and Treasurer

BE IT FURTHER RESOLVED that withdrawals from savings or time deposits shall be by written order pursuant to 66.0607(3) of the Wisconsin Statutes and each transfer order shall be signed by the Clerk and Treasurer, provided, however, in lieu of personal signatures of the Clerk and Treasurer, the facsimile signature adopted by the person and approved by this Council may be affixed to the transfer order; that pursuant to 66.0607(3m) the use of money transfer techniques, including electronic funds transfers and automatic clearinghouse methods, may be used and that the Treasurer shall keep a record of date, payee and amount of such transactions.

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be delivered to the Prevail Bank.

Resolution No. 22-11

THAT the Nicolet National Bank qualifies as a public depository under Chapter 34 of the Wisconsin State Statutes and is hereby designated as a depository in which funds of the City of Baraboo may from time to time be deposited, that the following described accounts have been opened and maintained in the name of this municipality with the bank; that the persons and the

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number thereof designated by title below be authorized for and on behalf of the municipality to sign drafts or order checks as provided by Section 66.0607 of the Wisconsin Statutes, for payment or withdrawal of money from said accounts:

Name or Type of Account	Account #	Signatures	Authorized Persons
		<u> </u>	
General Fund	5031443	2	Clerk and Treasurer

BE IT FURTHER RESOLVED that withdrawals from savings or time deposits shall be by written order pursuant to 66.0607(3) of the Wisconsin Statutes and each transfer order shall be signed by the Clerk and Treasurer, provided, however, in lieu of personal signatures of the Clerk and Treasurer, the facsimile signature adopted by the person and approved by this Council may be affixed to the transfer order; that pursuant to 66.0607(3m) the use of money transfer techniques, including electronic funds transfers and automatic clearinghouse methods, may be used and that the Treasurer shall keep a record of date, payee and amount of such transactions.

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be delivered to the Nicolet National Bank.

Resolution No. 22-12

THAT the Clare Bank qualifies as a public depository under Chapter 34 of the Wisconsin State Statutes and is hereby designated as a depository in which funds of the City of Baraboo may from time to time be deposited, that the following described accounts have been opened and maintained in the name of this municipality with the bank; that the persons and the number thereof designated by title below be authorized for and on behalf of the municipality to sign drafts or order checks as provided by Section 66.0607 of the Wisconsin Statutes, for payment or withdrawal of money from said accounts:

	7		
Name or Type of Account	Account #	Signatures	Authorized Persons
• •		C	
General	525450	2	Clerk and Treasurer
Utilities	525990	2	Clerk and
Treasurer			

BE IT FURTHER RESOLVED that withdrawals from savings or time deposits shall be by written order pursuant to 66.0607(3) of the Wisconsin Statutes and each transfer order shall be signed by the Clerk and Treasurer, provided, however, in lieu of personal signatures of the Clerk and Treasurer, the facsimile signature adopted by the person and approved by this Council may be affixed to the transfer order; that pursuant to 66.0607(3m) the use of money transfer techniques, including electronic funds transfers and automatic clearinghouse methods, may be used and that the Treasurer shall keep a record of date, payee and amount of such transactions.

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be delivered to the Clare Bank.

Resolution No. 22-13

THAT the Westby Cooperative Credit Union qualifies as a public depository under Chapter 34 of the Wisconsin State Statutes and is hereby designated as a depository in which funds of the City of Baraboo may from time to time be deposited, that the following described accounts have been opened and maintained in the name of this municipality with the bank; that the persons and the number thereof designated by title below be authorized for and on behalf of the municipality to sign drafts or order checks as provided by Section 66.0607 of the Wisconsin Statutes, for payment or withdrawal of money from said accounts:

		# of Required	
Name or Type of Account	Account #	Signatures	Authorized Persons

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General Fund

54962-07

2

Clerk and Treasurer

BE IT FURTHER RESOLVED that withdrawals from savings or time deposits shall be by written order pursuant to 66.0607(3) of the Wisconsin Statutes and each transfer order shall be signed by the Clerk and Treasurer, provided, however, in lieu of personal signatures of the Clerk and Treasurer, the facsimile signature adopted by the person and approved by this Council may be affixed to the transfer order; that pursuant to 66.0607(3m) the use of money transfer techniques, including electronic funds transfers and automatic clearinghouse methods, may be used and that the Treasurer shall keep a record of date, payee and amount of such transactions.

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be delivered to the Wesby Co-operative Credit Union.

Resolution No. 22-14

THAT the US Bank National Associates qualifies as a public depository under Chapter 34 of the Wisconsin State Statutes and is hereby designated as a depository in which funds of the City of Baraboo may from time to time be deposited, that the following described accounts have been opened and maintained in the name of this municipality with the bank; that the persons and the number thereof designated by title below be authorized for and on behalf of the municipality to sign drafts or order checks as provided by Section 66.0607 of the Wisconsin Statutes, for payment or withdrawal of money from said accounts:

		# of Required	
Name or Type of Account	Account #	Signatures	Authorized Persons
• •		G	
FICA Account		2	Clerk and Treasurer

BE IT FURTHER RESOLVED that withdrawals from savings or time deposits shall be by written order pursuant to 66.0607(3) of the Wisconsin Statutes and each transfer order shall be signed by the Clerk and Treasurer, provided, however, in lieu of personal signatures of the Clerk and Treasurer, the facsimile signature adopted by the person and approved by this Council may be affixed to the transfer order; that pursuant to 66.0607(3m) the use of money transfer techniques, including electronic funds transfers and automatic clearinghouse methods, may be used and that the Treasurer shall keep a record of date, payee and amount of such transactions.

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be delivered to the Bank.

Resolution No. 22-15

THAT the Charles Schwab and Company, qualifies as a public depository under Chapter 34 of the Wisconsin State Statutes and is hereby designated as a depository in which funds of the City of Baraboo may from time to time be deposited, that the following described accounts have been opened and maintained in the name of this municipality with the bank; that the persons and the number thereof designated by title below be authorized for and on behalf of the municipality to sign drafts or order checks as provided by Section 66.0607 of the Wisconsin Statutes, for payment or withdrawal of money from said accounts:

,		# of I	Required	
Name or Type of Account	Account #	Sign	atures	Authorized Persons
Schwab One Brokerage account Advisors	3694-7092	1	Clerk, Trea	surer or Dana Investment

BE IT FURTHER RESOLVED that withdrawals from savings or time deposits shall be by written order pursuant to 66.0607(3) of the Wisconsin Statutes and each transfer order shall be signed by the Clerk and Treasurer, provided, however, in lieu of personal signatures of the Clerk and Treasurer, the facsimile signature adopted by the person and approved by this Council may be affixed to the transfer order; that pursuant to 66.0607(3m) the use of money transfer techniques, including electronic funds transfers and automatic clearinghouse methods, may be used and that the

Treasurer shall keep a record of date, payee and amount of such transactions.

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be delivered to the Bank.

Resolution No. 22-16

THAT the BMO Harris Bank qualifies as a public depository under Chapter 34 of the Wisconsin State Statutes and is hereby designated as a depository in which funds of the City of Baraboo may from time to time be deposited, that the following described accounts have been opened and maintained in the name of this municipality with the bank; that the persons and the number thereof designated by title below be authorized for and on behalf of the municipality to sign drafts or order checks as provided by Section 66.0607 of the Wisconsin Statutes, for payment or withdrawal of money from said accounts:

Name or Type of Account	Account #	Signatures	Authorized Persons
		<u> </u>	
General Fund	2061232	2	Clerk and Treasurer

BE IT FURTHER RESOLVED that withdrawals from savings or time deposits shall be by written order pursuant to 66.0607(3) of the Wisconsin Statutes and each transfer order shall be signed by the Clerk and Treasurer, provided, however, in lieu of personal signatures of the Clerk and Treasurer, the facsimile signature adopted by the person and approved by this Council may be affixed to the transfer order; that pursuant to 66.0607(3m) the use of money transfer techniques, including electronic funds transfers and automatic clearinghouse methods, may be used and that the Treasurer shall keep a record of date, payee and amount of such transactions.

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be delivered to the Bank.

Resolution No. 22-17

THAT the following facsimile signatures of the Mayor, Clerk, and Treasurer are hereby approved.

Resolution No. 22-18

THAT the Baraboo News Republic be declared the official City newspaper.

Motion by Kolb, seconded by Wedekind and carried to approve the Consent agenda.

APPOINTED BY THE MAYOR AND CONFIRMED BY THE COUNCIL.

Motion by Sloan, seconded by Petty and carried, 2 nays (Kolb & Ellington), that the Mayor's appointments be voted on as a slate, removing the appointment to the Plan Commission, rather than individually, provided that the right to vote separately on any individual appointment is reserved if any Council member so requests.

Moved by Sloan seconded by Kent and carried unanimously to approve the slate of appointments as requested by the Mayor:

Incumbent	Position	Newly Appointed	New Term Ends
Administrative Review App	<u>eals</u>		
Michael Plautz	Council	Scott Sloan	4/17/2023
Ambulance Commission			
Scott Sloan	Alderperson	Scott Sloan	4/17/2023
Heather Kierzek	Alderperson	Heather Kierzek	4/17/2023
Joel Petty	Alderperson	Joel Petty	4/17/2023

City of Baraboo Council N	Minutes April 19	9, 2022	Volume 44	29 of 7 Page #10
BEDC				
Jason Kent	Alderperson	Jason	n Kent	4/17/2023
Rob Nelson	Mayor		Nelson	4/17/2023
Business Improvement D	<u>istrict</u>			
Tiffany Sloan	Service Provide	r <u>Trac</u>	ey Sefkar	4/30/2025
Kathleen Thurow	Alderperson	<u>M. K</u>	Sathleen Thurow	4/17/2023
Todd Wickus	Business Owner	r <u>Todo</u>	d Wickus	4/30/2025
Mike Yount	Business Owner	r <u>Deir</u>	dre Marshall	_ 4/30/2025
Community Developmen	t Authority			
Joel Petty	Alderperson	Joel	Petty	4/17/2023
Heather Kierzek	Alderperson		nt Hazard	4/17/2023
Emergency Management	Commission			
Kevin Stieve	Fire Dept./Emer. N	Ian. Dir. <u>I</u>	Kevin Stieve	4/17/2023
	Utility Superintende	ent/citizen V	Wade Peterson	4/17/2023
Wade Peterson	Cunty Superintende			
	Ambulance Service		Caleb Johnson	4/17/2023
Wade Peterson Caleb Johnson Mark Schauf	, ,	/citizen <u>(</u>	Caleb Johnson Mark Schauf	4/17/2023 4/17/2023

Ethics Board

Jerome Mercer	Citizen	Guy Reynolds	_ 4/30/2025
James Bohl	Citizen (Alternate)	James Bohl	_ 4/30/2025

Park and Recreation Comm.

Tom Pinion

Rob Nelson

Heather Kierzek Alderperson Heather Kierzek 4/17/2023

Plan Commission - REMOVED

Doirdro Marchall	Citizon	Roper Hartun	4/30/2025
Dentale Maishan	Citizen	Daily Hartup	T/ 30/ 4043

Engineer

Mayor

Weed Commissioner

John Statz	Regular	<u>John Statz</u>	4/17/2023
Vacant	Deputy	Kathy Klein	4/17/2023

Zoning Board of Appeals

Bruce Boyd	Citizen	Greg Wise	4/30/2025
Ann Burton	Citizen	Ann Burton	4/30/2025
Vacant	Citizen (Alt. #2)	Vacant	4/30/2025

<u>ADJOURNMENT</u>

Moved by Petty, seconded by Sloan, and carried on voice vote, that the meeting adjourn at 8:18pm.

Brenda M. Zeman, City Clerk

 Tom Pinion
 4/17/2023

 Rob Nelson
 4/17/2023

RESOLUTION NO. 2022 -

Dated: April 26, 2022

The City of Baraboo, Wisconsin

Background:			
Fiscal Note: (Check one) [] Not Required [] Budgeted Expenditure [] Not Budgeted Comments			
Resolved, by the Wisconsin:	Common Council of the City of Baraboo, Sauk Coun	ty,	
	Payable, in the amount of \$ as recommended for payment by tittee, be allowed and ordered paid.	the	
Offered By: Consent Motion: Second:	Approved by Mayor: Certified by City Clerk:	<u> </u>	

RESOLUTION NO. 2022 -

Second:

RESOLUTION NO. 2022 -		Dated: April 26, 2022	
The City of Baraboo, Wisconsin			
Background:			
Fiscal Note: (Check one) [x] Comments	Not Required [] Budgeted Expend	diture [] Not Budgeted	
Resolved, by the Common appointments as follows:	on Council of the City of Barabo	oo, confirms the Mayor's	
	e appointed to the Baraboo Improventha Ramsey Brunker until April 30		
Offered By: Consent Motion:	Approved by Mayor:		

Certified by City Clerk:

Tax Incremental District (TID) Termination Resolution

(town, village, city) of (municipality)	TID	Resolution	
(town, village, city) (municipality)	(numbe		(number)
WHEREAS, the of a project plan in the same year, and	created TID	on on	,, and adopted
WHEREAS, all TID projects were comp	leted in the prescribe	ed allowed time; and	d:
☐ WHEREAS, sufficient increment was collect project costs.	eted as of the	tax roll, payable	, to cover TID
☐ WHEREAS, insufficient increment was colle	ected to cover projec	t costs.	
THEREFORE BE IT RESOLVED, that the	of	termina	ates TID ; and
BE IT FURTHER RESOLVED, that the within sixty (60) days of this resolution or prior has been terminated; and		-	
BE IT FURTHER RESOLVED, that the Date form (PE-223) agreeing on a date by which and:		•	<u> </u>
☐ BE IT FURTHER RESOLVED, that the providing for ongoing expenses of the TID, determined in the final audit by the	to the affected taxing	g districts with propo	ortionate shares as
		(a	uditor name)
☐ BE IT FURTHER RESOLVED, that the	of	shal	I accept all remaining debts for
TID as determined in the final audit	by thea	auditor,	(auditor name)
Adopted this day of,	(year)		
Resolution introduced and adoption moved by			(name)
Motion for adoption seconded by alderperson _		(name)	
On roll call motion passed by a vote of ${\textit{(number)}}$	ayes to nays		
	AT	TEST:	
(Mayor/Head of Government Signature)	(Cler	rk Signature)	

NBR - 2 33 of 74

Dated: April 26, 2022

RESOLUTION NO. 2022 -

The City of Baraboo, Wisconsin

Background: On November 23, 2021, the City entered into a Predevelopment agreement with Rapid River Apartments, DBA Three Amigos Management LLC. This agreement was to allow them time to develop plans for the construction of 20-30 luxury townhomes on City owned property located on Lake Street, parcel 206-1154-10010.

The developer has since completed their plan development and are ready to proceed with executing the development agreement. They have formed Devil's Lake Townhomes, LLC as the entity that will own and operate the 29 Luxury Townhomes that are to be constructed.

Fiscal Note: (Check one) [X] Not Required [] Budgeted Expenditure [] Not Budgeted Comments: There are no anticipated costs to the city other than a CSM and conveyance of the land.

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

WHEREAS, city staff has been in discussions with the Developer in regards to City owned property located on Lake Street parcel 206-1154-10010 ("Project"); and

WHEREAS, the Parties have negotiate the terms of the development agreement; and

WHEREAS, the Parties would each like to move forward in executing the development agreement; and

WHEREAS, the City finds that allowing the Developer to secure certain rights to the Property at this time and contingent to the terms contained in this Agreement will be beneficial to the City for many reasons, including the possibility of the Project bringing additional housing to the City of Baraboo.

NOW, THEREFORE BE IT RESOLVED, the Baraboo City Council does hereby authorize entering into the development agreement in accordance with the terms set forth and directs staff to take the steps necessary to facilitate the City's responsibilities under this agreement.

BE IT FURTHER RESOLVED that the City Council authorizes the City Clerk and City Administrator to execute the attached City of Baraboo and Devil's Lake Townhomes, LLC Development Agreement.

Offered By:	Approved:	
Motion:		
Second:	Certified:	

TAX INCREMENTAL DISTRICT DEVELOPMENT AGREEMENT

THIS TAX INCREMENTAL DISTRICT DEVELOPMENT AGREEMENT (the "**Agreement**") is entered into as of April [____], 2022 (the "**Effective Date**") by and among the City of Baraboo ("**City**"), a Wisconsin municipal corporation, and Devil's Lake Townhomes, LLC, a Wisconsin limited liability company ("**Developer**").

RECITALS

- A. City owns the land described in the **Exhibit A** attached hereto and incorporated herein by reference (the "**Property**").
- B. The Property is located or is expected to be located within the boundaries of the City's Tax Incremental District No. 10 (the "**District**").
- C. The City established the District in order to, among other things, develop the area of the City covered by the District and finance various project costs within the District, subject to approvals by the City Council and the Joint Review Board for the District and in compliance with Wis. Stat. §66.1105 (the "**TI Act**").
- D. Developer has requested that the City convey the Property to Developer and Developer is agreeing to develop the Property (pursuant to the terms of this Agreement) by constructing twentynine (29) luxury townhomes (the "**Project**").
- E. The City further believes that the Project, as described in this Agreement, is in the best interests of the City and its residents and is reasonably consistent with the public purposes and the development expectations of the District, including, but not limited to, expanding tax base and employment opportunities within the City.

AGREEMENT

NOW, THEREFORE, the City and Developer, in consideration of the terms and conditions contained in this Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, each agrees as follows:

ARTICLE I -CONDITIONS AND REQUIRED INFORMATION

- 1.1 <u>Conditions</u>. The City shall have no obligations under this Agreement and shall have the right to terminate this Agreement in accordance with the provisions of Section 1.2 below if the Conditions (as defined below) have not been fully satisfied in a form and in substance reasonably acceptable to the City. On or before July 31, 2022, Developer shall satisfy the following conditions (the "Conditions") and provide to the City such other documentation as the City may request, which documentation shall be in form and in substance acceptable to the City, confirming Developer's full compliance with each of the following Conditions:
 - (a) Developer shall deliver to the City the following information related to the anticipated development of the Property (collectively, the "**Required Information**"):

- (i) A title commitment issued by a title insurance company licensed to do business in Wisconsin identifying Developer as the proposed owner of the fee interest in the Property and containing copies of all easements, restrictions, encumbrances, leases or other documents of record affecting the Property (collectively, "**Exceptions**"). None of the Exceptions shall interfere with the development and use of the Project, and if any Exception does interfere with the development and use of the Project, Developer agrees to remove such Exception from title on the Property.
- (ii) Developer shall deliver a schedule for the construction of Developer Improvements (as defined below) and identifying the following for the Project:
 - (A) Intended commencement and completion date,
 - (B) Reasonably estimated costs associated with the construction, and
 - (C) Reasonably estimated value, upon completion, of the intended improvements to be constructed on the Property.
- (iii) The construction contracts and a cost breakdown and budget listing the intended cost of each improvement and construction expense for the Project, including all hard costs and soft costs, and the cost breakdown and budget shall be certified in writing by Developer and Developer's independent consulting engineer or independent architect.
- (iv) Documentation confirming that Developer has complied with all necessary federal, state, county, and municipal laws, ordinances, rules, regulations, directives, orders, and requirements necessary to obtain the governmental approvals relating to the Project. Developer shall also provide copies of all approvals by all applicable government bodies and agencies.
- (v) A copy of the final construction plans and complete specifications (the "**Final Plans**") for the intended construction related to the Project that are consistent with the provisions of this Agreement. The Final Plans must be certified as final and complete and be signed by Developer, the consulting engineer, architect and the general contractor (as applicable) and approved by the City in writing.
- (vi) All documents authorizing the construction and financing of the Project and directing the appropriate officer of Developer to execute and deliver this Agreement and all other agreements, documents and contracts required to be executed by it in connection with the transactions which are the subject of this Agreement (including, without limitation, authorizing resolutions of Developer).
- **1.2** <u>Termination Rights.</u> If Developer fails to fully and timely satisfy all of the Conditions (including, without limitation, providing the Required Information), as determined in the sole discretion of the City, the City shall have the right to terminate this Agreement and shall have no obligations under this Agreement.

ARTICLE II – CONVEYANCE OF THE PROPERTY

- **2.1** Property to be Conveyed. Subject to the terms set forth in this Error! Reference source not found., the City agrees to convey the Property and all improvements thereon to Developer within twenty (20) days following the City's determination that all of the Conditions have been satisfied by Developer.
- **2.2** General Terms and Conditions. The conveyance transferring the Property to the Developer shall be subject to the following terms and conditions:
 - (a) The Property shall be conveyed by special warranty deed in the form attached hereto as **Exhibit B** (the "**Special Warranty Deed**") with good and marketable title, free and clear of all liens, security interests, mortgages or encumbrances of any kind, except municipal and zoning ordinances and agreements entered into under them, recorded easements, recorded building and use restrictions and covenants, and the property tax exemption restriction and transfer restriction set forth therein (as described in greater detail in Sections **Error! Reference source not found.** and 5.2 below). The Developer shall be responsible for recording fees related to the Special Warranty Deed.
 - (b) The Property is rezoned to permit the development of the Project on the Property, multi-family/townhome rentals and condominiums or single-family zero lot line parcels.
 - (c) Title to the Property shall be insured by a policy of title insurance, or a binding commitment for such a title policy, that will be effective as of the closing of the conveyance transaction and insure the quality of title of the Property as provided in Section 2.2(a) above, subject, however, to the standard title insurance exceptions;
 - (d) The City, at the City's expense, shall give evidence of title on the Property in the form of a commitment for an owner's policy of title insurance with a gap endorsement, on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. The Developer shall be responsible for obtaining any additional endorsements and paying for all premiums and costs associated with the owner's policy of title insurance and related endorsements for the Property. The amount of insurance coverage to be provided by the owner's policy of title insurance for the Property shall be \$[_____]. The City shall cooperate with the title company and the Developer in providing documentation to the title company for the removal of the standard exceptions to the title insurance policy, provided such cooperation and the providing of such documents does not cause the City to incur any expense;
 - (e) There will be no proration of taxes or utilities at closing, and there shall be no real estate taxes due for the year of closing as to the Property;
 - (f) The closing for the conveyance of the Property shall be on the tenth (10th) day following the City's determination that all of the Conditions have been satisfied by Developer (the "Closing Date"); and
 - (g) All of the Property and improvements to be conveyed by the City to the Developer under this Agreement are being conveyed "AS-IS, WHERE-IS" and "WITH ALL FAULTS" and the City is making no representations or warranties, express or implied, with respect to the condition of the subject Property or improvements. The Developer agrees that

the Developer is relying exclusively upon the Developer's own inspection of the subject Property and improvements. THE DEVELOPER WAIVES ANY AND ALL CLAIMS AGAINST THE CITY, ITS OFFICERS, OFFICIALS, MANAGER, EMPLOYEES, ATTORNEYS, AGENTS AND REPRESENTATIVES, INCLUDING, WITHOUT LIMITATION, CLAIMS BASED IN TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, STRICT LIABILITY AND STRICT RESPONSIBILITY), IN CONTRACT, IN WARRANTY, IN EQUITY OR UNDER ANY STATUTE, LAW OR REGULATION ARISING DIRECTLY OR INDIRECTLY OUT OF ANY CONDITION OF THE SUBJECT PROPERTY OR IMPROVEMENTS, EXCEPT TO THE EXTENT SUCH CLAIMS ARISE SOLELY OUT OF THE INTENTIONAL WRONGDOING OF THE CITY.

- **2.3** Consideration. At the time of the closing of the conveyance of the Property by the City to the Developer, the Developer shall pay to the City a purchase price for the Property in the amount of one dollar (\$1.00).
- **2.4** Property Tax Exemption Challenge Restriction. The Special Warranty Deed shall include a covenant affecting the Property (and running with the land for the life of the District) that prohibits all current and future owners or users of (including any other party with an interest whether ownership, leasehold or otherwise in) all or any portion of the Property from using or permitting the use of the Property in any manner which would render the Property exempt from Property taxation.

ARTICLE III - DEVELOPER OBLIGATIONS

- **3.1** <u>Improvements</u>. Developer shall make, at its own expense, the following improvements and perform the following work on the Property subject to the Final Plans and pursuant to the other terms and conditions of this Agreement (collectively, the "**Developer Improvements**"):
 - (a) Developer shall commence construction of the Project (installing footings for the first dwelling(s)) on or before July 31, 2022, and the Project shall consist of dwellings, buildings and other improvements consistent with the Final Plans. Upon commencement of such work, Developer shall proceed to the full completion of all of the improvements set forth in this Section 3.1 with due diligence and without unreasonable delay or interruption with the exception of force majeure events, if any, as defined in Section 15.10 below. The Project shall be completed substantially in accordance with the Final Plans, this Agreement and all applicable building and zoning codes and ordinances with all twenty-nine (29) townhomes within the Project available for occupancy on or before October 31, 2023.
 - (b) Developer shall promptly pay for all City impact fees on or before thirty (30) calendar days after Developer receives a certificate of occupancy for a given dwelling or building on the Property. As additional consideration to Developer for this Agreement and as long as no Default exists under this Agreement, the City agrees to defer the payment of impact fees to the time period set forth in the previous sentence in this Subsection 3.1(b).
 - (c) Developer shall be responsible for landscaping on the Property, including trees, shrubs, seeding or sod.
 - (d) Developer shall install, or have installed, all electric, gas, fiber-optic, telephone and cable services and all improvements for the use and operation of the Project.

- (e) Developer shall install, or have installed, all sanitary sewer and water laterals on the Property, as well as connections of such laterals to new or existing sewer and water mains.
- (f) Developer shall install, or have installed, all storm water drainage systems and facilities on the Property including drain tiles, pipes, detention ponds and retention ponds.
- (g) Developer shall be responsible for all erosion control related to construction of all improvements on the Property.
- (h) Developer shall be responsible for all costs related to the work to be performed by Developer under this Agreement, including, but not limited to, all engineering, inspections, materials, labor and permit, impact and license fees.

In the event of any loss or damage to any of the Project prior to close of the District, Developer shall promptly proceed with the repair and replacement of such Developer Improvements to the condition that the Project was in immediately prior to the casualty. The fair market value of Project following reconstruction or repair must be substantially similar to or more than the fair market value of such Project immediately prior to the casualty. Once the reconstruction or repair work is commenced, Developer shall promptly proceed with due diligence to complete such work. The reconstruction and repair work must be commenced within 180 days after the casualty. These obligations shall be deemed covenants running with the land and shall be applicable to Developer's successors and assigns and all other persons or entities acquiring any interest in the Property; provided, however, this Agreement shall automatically terminate upon the closure of the District and either the City or Developer may record a memorandum acknowledging the termination.

- **3.2** Timing of Project and Reconveyance. If the Developer does not complete the entire Project by September 30, 2023 (the "Performance Date") or there is a Default beyond all applicable cure periods, the City shall have the right to reacquire title to the Property and Developer shall have the obligation, if the City requests the reconveyance, to reconvey the Property to the City in accordance with the following terms and conditions:
 - (i) Developer shall execute and deliver to the City a Special Warranty Deed. The Special Warranty Deed shall not contain any exceptions other than those set forth in the Special Warranty Deed used by the City to convey the Property to Developer and exceptions for the easements, if any, (i) to the City given pursuant to Section 3.1, and (ii) as otherwise approved in writing by the City.
 - (ii) Developer shall, at its expense, provide to the City a policy of title insurance preceded by a binding commitment for such title policy, with a gap endorsement, at the expense of Developer. The title policy shall not contain any exceptions other than the exceptions in the title policy applicable to the conveyance of the Property by the City to Developer, standard survey exceptions unless the City obtains an ALTA survey at its expense, and an exception for the easements, if any, (i) to the City given pursuant to Section 3.1, and (ii) as otherwise approved in writing by the City.
 - (iii) Utilities shall be prorated at the time of closing.
 - (iv) If the Property is subject to real estate tax for the year in which the reconveyance occurs, real estate taxes for the year in which the reconveyance occurs shall

be prorated with Developer providing a credit for the real estate taxes accrued prior to the date of the reconveyance.

- The closing of the reconveyance transaction shall be on the date set forth (v) by the City in its written notice to the Developer that the City has elected to require the reconveyance of the Property which date shall not be less than twenty (20) days from the date of the City notice. In the event the City elects to require the reconveyance of the Property pursuant to this Section 3.2, the City must provide written notice to the Developer within one hundred eighty (180) days after the Performance Date to exercise its right to require the reconveyance of the Property ("Reconveyance Election Period"). If the City does not provide written notice to the Developer of the City's exercise of its right to require the reconveyance prior to the expiration of the Reconveyance Election Period, the City shall be deemed to have waived such right, and after such date the Property shall be free of any reconveyance obligation. Developer shall not have the right to convey the Property to any person or entity other than the City prior to the Performance Date and if the Project is not fully completed prior to the Performance Date, prior to the expiration of the Reconveyance Election Period; however, in the event the City exercises its right to require the reconveyance of the Property to the City, Developer shall only have the right to reconvey the Property to the City.
- **3.3** Progress and Quality of Work. Upon commencement of any portion of the Project, the Developer shall proceed to the full completion of that portion of the Project with due diligence and without delay or interruption.
- 3.4 <u>Compliance Obligations</u>. All of the Project shall be completed substantially in accordance with all applicable laws, regulations, ordinances and building and zoning codes and the Developer shall obtain and maintain all necessary permits and licenses for the Project. The City shall, at Developer's cost, reasonably cooperate with the Developer in connection with obtaining necessary permits and licenses for the Project.
- 3.5 Assessed Improvement Value Requirement. On December 31, 2023, the Improvement Value (as defined below) created on the Property by the Project shall be an amount no less than Two Million Five Hundred Thousand Dollars (\$2,500,000.00). For the purposes of this Agreement, "Improvement Value" means the increase in assessed value of the improvements (specifically excluding the assessed value of the land) on the Property from the assessed value of such improvements on January 1, 2022. The assessed value as of January 1, 2022 and any future date shall be determined by the City assessor or any other third party performing Property assessment services on behalf of the City.
- 3.6 <u>Indemnification and Insurance Required of Private Contractors</u>. Developer hereby expressly agrees to indemnify and hold the City harmless from and against all claims, costs and liability related to any damage to Property or injury or death to persons caused by the Developer's performance of any work required of the Developer under this Agreement, unless the cause is due to the willful misconduct by the City or a breach of any applicable law by the City.
- **3.7** Compliance with Law. Developer shall comply with all applicable laws, ordinances, and regulations in effect at the time of final approval when fulfilling its obligations under this Agreement. When necessary to protect public health, the Developer shall be subject to any applicable laws, ordinances and regulations that become effective after approval.

- **3.8** <u>Utility Easements</u>. If additional easements are necessary for furtherance of utilities servicing the Project, including, but not limited to, sewer, water, lighting, gas or electricity, Developer shall dedicate, donate or convey such easements at no cost to the City.
- **3.9** Payment of Taxes. Developer shall timely pay and discharge all taxes, assessments and other governmental charges upon the Property when due.
- 3.10 <u>Time is of the Essence</u>. Time is of the essence with reference to Developer's obligation to commence and complete the Developer Improvements. Developer acknowledges that the timely performance of its respective work under this Agreement is critical to the collection of the tax increment upon which the parties are relying for the performance of their respective obligations under this Agreement.

ARTICLE IV- ACCESS, INSPECTIONS AND CONTRACTORS

- **4.1** <u>Access and Inspections</u>. Developer hereby grants to the City, its agents, employees, officials, representatives, contractors and consultants the right to enter upon the Property at all reasonable times (upon reasonable advance notice to Developer) for the purpose of facilitating the City's inspection of the Property and the Project.
- **4.2** <u>Inspections for City's Benefit Only.</u> Any inspection conducted by the City or its agents shall be deemed to have been for the City's own benefit and shall in no way be construed to be for the benefit of or on behalf of Developer. Developer shall not (and hereby each waives any right to) rely in any way upon such inspections, appraisals or determinations of the City.
- **4.3** <u>Contractors and Consulting Engineers</u>. At any time, the City shall have the right to retain consulting engineers and architects to perform services for the City (which shall be at the City's expense, unless the City must perform multiple inspections as a result of Developer's failure to meet the Final Plans) including, without limitation:
 - (a) to make periodic inspections with reasonable advance notice to Developer for the purpose of assuring that construction is in accordance with the requirements of this Agreement and to advise the City of the anticipated cost of, and a time for, the completion of construction work; and
 - (b) to review and advise the City of any proposed changes in the construction of the Project.

The City's selection of, and reliance upon, the consulting engineers and architects shall not give rise to any liability on the part of the City for the acts or omissions of the consulting engineers or architects or their employees or agents.

Contractors selected for the Project shall be qualified in the City to perform the work, shall be licensed to do business in the State of Wisconsin, shall have experience in providing the type of work and materials required of Developer Improvements, and shall have a good reputation for diligent performance of their obligations under their respective contracts.

ARTICLE V- ZONING, LAND USE AND RESTRICTIVE COVENANT

- **5.1 Zoning Compliance.** Development on the Property under this Agreement shall be in compliance with the applicable zoning ordinance and land use guidelines applicable to the Property and shall be subject to the payment of any applicable impact fees in the amounts applicable at the time each required permit is issued. Nothing in this Agreement shall obligate the City to grant variances, re-zoning, exceptions or conditional use permits related to the Project.
- 5.2 Tax Status/Restrictive Covenant. Without the prior written consent of the City (which may be withheld for any reason), Developer shall not use or permit the use of the Property in any manner which would render such Property exempt from Property taxation. Developer agrees to record a deed restriction or restrictive covenant against the Property prior to any sale or leasing of the Property to make any subsequent purchasers or users of any portion of the Property subject to this provision. The deed restriction or restrictive covenant shall permit, but shall not obligate, the City to enforce such deed restriction or restrictive covenant and shall be in form and in substance reasonably acceptable to the City. This provision and the deed restriction or restrictive covenant shall continue to be applicable until the termination of the District. However, Developer shall not have a continuing obligation for compliance with this provision as to any portion of the Property in which Developer no longer maintains an interest as owner, tenant or occupant provided that Developer has timely recorded the deed restriction or restrictive covenant as approved by the City.

ARTICLE VI- ASSIGNMENTS AND CHANGES OF CONTROL

6.1 <u>Assignments and Change of Control</u>. This Agreement shall not be assignable by Developer without the prior written consent of the City (which may be withheld by the City for any reason). The ownership or control of Developer shall not be transferred to any person or entity without the prior written consent of the City (which may be withheld by the City for any reason). The prohibition on the transfer of ownership or control shall not be applicable in the event of the death of a member and the interest being transferred is the deceased member's interest. The term "ownership or control" shall mean 20% or more of the Ownership Interests in Developer. For the purposes of this Agreement, "Ownership Interests" shall mean the members' right to share in distributions and other economic benefits of Developer, the members' right to participate in decision making, or both. The current members of Developer are identified on Exhibit C attached hereto and incorporated herein by reference.

ARTICLE VII- DEVELOPER REPRESENTATIONS, WARRANTIES AND COVENANTS

- **7.1** <u>Developer Representations, Warranties and Covenants.</u> Developer represents, warrants and covenants that:
 - (a) it is a limited liability company duly formed and validly existing in the State of Wisconsin, has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business, and is in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition:
 - (b) it has full authority to execute and perform this Agreement and has obtained all necessary authorizations to enter into, execute and deliver this Agreement;
 - (c) the execution, delivery, and performance of its respective obligations pursuant to this Agreement will not violate or conflict with its articles of organization, operating

agreement or any indenture, instrument or agreement by which it is bound, nor will the execution, delivery, or performance of its obligations pursuant to this Agreement violate or conflict with any law applicable to it or the Project;

- (d) this Agreement constitutes (and any instrument or agreement that it is required to give under this Agreement when delivered will constitute) legal, valid, and binding obligations of it enforceable against it in accordance with their respective terms;
- (e) it will expeditiously complete the development and construction of Developer Improvements and the Project in a good and workmanlike manner and in accordance with all acceptable statutes, ordinances and regulations, any restrictions of record and the Final Plans provided to the City regarding the Project;
- (f) it will not make or consent to any material modifications to the Final Plans without the prior written consent of the City, except for any material modification that is limited to the inside of the building (such modifications will not need City consent);
- (g) it will discharge all claims for labor performed and materials, equipment, and services furnished in connection with the construction of Developer Improvements; nothing contained in this Agreement shall require Developer to pay any claims for labor, services or materials which it, in good faith, disputes and is currently and diligently contesting, provided, however, that it shall, within ten (10) days after the filing (or the assertion) of any claim of lien that is disputed or contested by Developer, obtain and record (if required by the City) a surety bond sufficient to release said claim or lien or provide the City with other such assurances that the City may reasonably require;
- (h) it will take all reasonable steps to forestall claims of lien against the Property (any part thereof or right or interest appurtenant thereto) or any personal Property and fixtures located or used in connection with the Property;
- (i) it will maintain, at all times during construction, a policy of builder's risk completed value and contractor's multiple perils and public liability, extended coverage, vandalism and malicious mischief hazard insurance covering the Property in at least the amount of the full replacement, completed value of the improvements on the Property;
- (j) it will pay and discharge all taxes, assessments and other governmental charges upon the Property when due, as well as claims for labor and materials which, if unpaid, might become a lien or charge upon the Property;
- (k) it will promptly furnish to the City written notice of any litigation affecting Developer and any claims or disputes which involve a material risk of litigation against Developer;
- (l) it shall deliver to the City revised statements of estimated costs of the construction for Developer Improvements showing changes in or variations from the original cost statement provided to the City as soon as such changes are known to Developer;
- (m) it shall provide to the City, promptly upon the City's request, any information or evidence deemed reasonably necessary by the City related to performance of Developer under

this Agreement to enable the City to timely and accurately complete any accounting or reporting requirements applicable to the City related to the transactions under this Agreement; and

- (n) no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Developer is pending or threatened, and no other event has occurred which may materially adversely affect Developer's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by the City in writing;
- (o) there are no delinquent outstanding personal Property taxes, real estate taxes, or special assessments affecting the Property; and
- (p) subject to the terms of this Agreement, it shall not challenge or contest any assessment on the Property by the City including, but not limited to, filing any objection under Wis. Stat. Section 70.47, Wis. Stat. Section 74.37, or any Department of Revenue related assessment proceeding.
- **7.2** Execution Representations and Warranties. The person(s) signing this Agreement on behalf of Developer represent and warrant that he/she/they have full power and authority to execute this Agreement on behalf of Developer and to bind Developer to the terms and conditions of this Agreement.
- **7.3** <u>Cooperation</u>. Developer warrants that it shall exercise all reasonable diligence and expend all commercially reasonable efforts to undertake its obligations under this Agreement.

ARTICLE VIII – CITY REPRESENTATION AND WARRANTIES

- **8.1** City Representations and Warranties. The City represents and warrants that:
 - (a) It is a body politic of the State of Wisconsin with full power and authority to enter into this Agreement and that all statutory procedures and requirements have been followed, fulfilled and satisfied in connection with the approval of this Agreement and the authorization of all City obligations required by this Agreement; and
 - (b) The individuals signing this Agreement on behalf of the City have full authority to do so and upon such execution by such individuals, this Agreement will constitute (and any instrument or agreement that the City is required to give under this Agreement when executed and delivered will constitute) legal, valid and binding obligations of the City enforceable against it in accordance with their respective terms.

ARTICLE IX – DEFAULTS

- **9.1 Default.** Any one or more of the following shall constitute a "**Default**" under this Agreement.
 - (a) Developer fails to timely and fully perform, or comply with, any one or more of its respective obligations or any of the terms or conditions of this Agreement or any document related hereto or referenced herein (including, without limitation, the untimely satisfaction of the Conditions or the untimely delivery of the Required Information).

- (b) Any representation or warranty made by Developer in this Agreement, any document related hereto or referenced herein or any financial statement delivered by Developer pursuant to this Agreement shall prove to have been false or misleading in any material respect as of the time when made or given.
 - (c) Developer (or any permitted successor or assign of Developer) shall:
 - (i) become insolvent or generally not pay, or be unable to pay, or admit in writing its inability to pay, its debts as they mature,
 - (ii) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets,
 - (iii) become the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or file a petition in bankruptcy, for reorganization or to effect a plan, or other arrangement with creditors,
 - (iv) have a petition or application filed against it in bankruptcy or any similar proceeding, or have such a proceeding commenced against it, and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or more, or such party, shall file an answer to such a petition or application, admitting the material allegations thereof,
 - (v) apply to a court for the appointment of a receiver or custodian for any of its assets or properties, or have a receiver or custodian appointed for any of its assets or properties, with or without consent, and such receiver shall not be discharged within ninety (90) days after his appointment, or
 - (vi) adopt a plan of complete liquidation of its assets.

ARTICLE X- REMEDIES

- **10.1** Remedies. In the event of a Default, the City shall provide written notice to Developer of the Default (the "Default Notice"); however, such defaulting party shall not be entitled to a Default Notice or a right to cure in the event the Default occurs under Subsection 9.1(c) above.
 - (a) The Default Notice shall provide Developer at least thirty (30) days to cure a Default; however, the 30-day period may be extended to the period of time reasonably necessary to cure the Default, if Developer promptly commences activities to cure the Default in good faith and diligently pursues such activities to fully cure the Default but in no event shall the period of time to cure the Default exceed ninety (90) days from the date of the Default Notice.
 - (b) In the event the Default is not fully and timely cured by Developer, the City shall have all of the rights and remedies available in law or in equity, including, but not limited to, all or any of the following rights and remedies, and the exercise or implementation of any one or more of these rights and remedies shall not be a bar to the exercise or implementation of any other rights or remedies of the City provided for under this Agreement:
 - (i) The City may refuse to issue any permits to Developer for the construction of buildings or improvements on the Property;

- (ii) The City may recover from Developer all damages, costs and expenses, including, but not limited to, reasonable attorneys' fees incurred by the City related to or arising out of a Default;
- (iii) The City may terminate or postpone its obligation to perform any one or more of its obligations under this Agreement, including, but not limited to, the conveyance of the Property; or
 - (iv) The City may terminate this Agreement.

ARTICLE XI – SUCCESSORS AND ASSIGNS

11.1 <u>Successors and Assigns; Assignment</u>. This Agreement shall be binding upon the successors and assigns of the parties hereto; however, this provision shall not constitute an authorization of Developer to assign or transfer its rights and obligations under this Agreement. This Agreement shall not be assigned by Developer without the prior written consent of the City, which consent may be withheld for any reason.

ARTICLE XII – TERMINATION

- **12.1 Termination.** This Agreement shall not terminate until the earlier of:
 - (a) termination by the City of the District pursuant to §66.1105(7) of the TI Act, or
 - (b) termination by the City pursuant to the terms of this Agreement;

however, and notwithstanding any provision herein to the contrary, the termination of this Agreement shall not cause a termination of the rights and remedies of the City under this Agreement.

ARTICLE XIII – NOTICES

13.1 <u>Notices</u>. Any notice given under this Agreement shall be deemed effective when: (a) personally delivered in writing; (b) a commercially recognized overnight delivery service provides confirmation of delivery; or (c) the third day after notice is deposited with the United States Postal Service (postage prepaid, certified with return receipt requested) and addressed as follows:

If to the City:

If to Developer:

City of Baraboo Attention: City Administrator 101 South Boulevard Baraboo, WI 53913 Devil's Lake Townhomes, LLC Attention: Todd D. Page 1310 W. Wisconsin Street Sparta, WI 54656

with a copy to:

with a copy to::

Brion T. Winters, Esq. von Briesen & Roper, s.c. 411 E. Wisconsin Ave., Suite 1000 Milwaukee, WI 53202

ARTICLE XIV – APPLICABLE LAW

14.1 Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin. Any litigation related to this Agreement shall be brought in the state courts of the State of Wisconsin and the parties hereto agree to submit to the jurisdiction and venue of the Circuit Court for Sauk County, Wisconsin.

ARTICLE XV – MISCELLEANEOUS

- **15.1** Entire Agreement. This Agreement and all of the documents referenced herein or related hereto (as any of the aforementioned documents have been or may be amended, extended or modified) embody the entire agreement between the parties relating to the transactions contemplated under this Agreement and all agreements, representations or understanding, whether oral or written, that are prior or contemporaneous to this Agreement are superseded by this Agreement.
- **15.2** <u>Amendment.</u> No amendment, modification or waiver of any provision of this Agreement, nor consent to any departure by a party from any provision of this Agreement shall in any event be effective unless it is in writing and signed by each of the parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purposes for which it is given by the respective party.
- 15.3 <u>No Vested Rights Granted</u>. Except as provided by law, or as expressly provided in this Agreement, no vested rights in connection with the Project shall inure to the Developer nor does the City warrant by this Agreement that the Developer is entitled to any other approvals required.
- **15.4** <u>Invalid Provisions</u>. The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
- **15.5** <u>Headings.</u> The article and section headings of this Agreement are inserted for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.
- 15.6 <u>No Waiver; Remedies</u>. No failure on the part of the City to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of the right or the exercise of any other right. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.
- **15.7 No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the named parties hereto and their permitted assignees, and nothing contained in this Agreement shall confer upon anyone other than such parties any right to insist upon or enforce the performance or observance of any of the obligations contained in this Agreement.
 - **15.8 No Joint Venture.** The City is not a partner, agent or joint venture of or with Developer.
- **15.9** Recording of a Memorandum of this Agreement Permitted. A memorandum of this Agreement may be recorded by the City in the office of the Register of Deeds for Sauk County, Wisconsin, and, upon request of the City, Developer shall execute and deliver to the City a memorandum of this Agreement for recording purposes.

- 15.10 Force Majeure. If any party is delayed or prevented from timely performing any act required under this Agreement by reason of extraordinary and uncommon matters beyond the reasonable control of the party obligated to perform, including (but not limited to) fire, earthquake, war, terrorist act, pandemic, epidemic, flood, riot, or other similar causes, such act shall be excused for the period of such delay, and the time for the performance of any such act shall be extended for a period equivalent to such delay; provided, however, that the time for performance shall not be extended by more than ninety (90) days unless agreed to in writing by the parties hereto. Notwithstanding any provision herein to the contrary, the City, in its sole and absolute discretion, may allow up to a twelve (12) month extension on the deadlines set forth in Section 3.21 or 3.2 above should reasonable delays occur as a result of supply chain issues or material cost increases. Any such approved delay by the City will be evidenced in writing and provided to Developer, and without any written evidence approving such delay, the other provisions of this Agreement shall control and the immediately preceding sentence shall not apply.
- **15.11** <u>Immunity</u>. Nothing contained in this Agreement constitutes a waiver of any immunity available to the City under applicable law.
- 15.12 <u>Counterparts</u>. This Agreement may be executed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. The parties hereto agree that electronic (.pdf files or otherwise) copies bearing signatures shall be binding upon receipt by the other parties. If requested by a party, each party shall execute and deliver an original, hard-copy version of this Agreement for each party's permanent files.

[The remainder of this page is intentionally left blank with signature pages to follow.]

CITY: CITY OF BARABO	00	
By: Name: Casey J. Bradley, Ci	tr. A desimietmetem	
Name: Casey J. Bradley, Ci	ty Administrator	
Attest: Name: Brenda Zeman, City	Clerk	
DEVELOPER: DEVIL'S	LAKE TOWNHOM	ES, LLC
By:		
Name:,		
STATE OF WISCONSIN		
SAUK COUNTY) I)	
J. Bradley and Brenda Zema	an, the City Administ	of, 2022, the above named Casey rator and the City Clerk of the City of Baraboo, who executed the foregoing instrument and
		Notary Public, Wisconsin My commission
STATE OF WISCONSINCOUNTY) I	
Personally came bet, the be the person who executed	Fore me this of the foregoing instrum	ay of, 2022, the above named Devil's Lake Townhomes, LLC to me known to nent and acknowledged the same.
		Notary Public, Wisconsin My commission

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective

Date.

EXHIBIT A

Property

Legal Description:

Tax Parcel No.: 206-1154-10010

EXHIBIT B

Special Warranty Deed

[SEE ATTACHED]

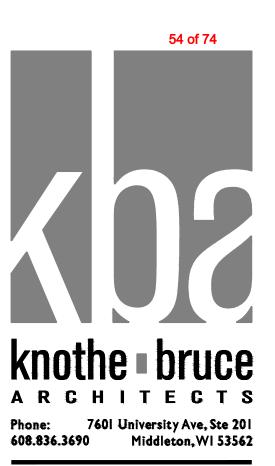
DOCUMENT NO.	SPECIAL WARRANTY DEED	
•	anty Deed is made between the City of Barabo Lake Townhomes, LLC (" Grantee ").	О
	WITNESSETH:	
which is hereby acknowl	ble consideration, the receipt and sufficiency of ledged, conveys to Grantee and its successor ollowing described real estate:	
described in Exhibit A	ight, title and interest in and to the real propert attached hereto and incorporated herein ball hereditaments and appurtenances thereunt appertaining.	THIS SPACE RESERVED FOR RECORDING DATA THIS SPACE RESERVED FOR RECORDING DATA NAME AND RETURN ADDRESS Brion T. Winters, Esq.
This is not homes	stead property.	von Briesen & Roper, s.c. 411 E. Wisconsin Ave., Suite #1000 Milwaukee, WI 53202
		206-1154-11010
		Parcel Identification Number
interests, mortgages or enzoning ordinances and agreeuse restrictions and covena	nat title is good, indefeasible in fee simple and acumbrances, arising by, through or under Cements entered into under them, recorded easients, general taxes levied in 2022 and the pereto and incorporated herein by this reference.	erantor, except municipal and ements, recorded building and
Dated as of April _	, 2022.	
CITY OF BARABOO	0	
By:	Attest:	
	TC' 41	

STATE OF WISCO	DNSIN)) SS						
COUNTY OF WAI	UKESHA	,						
Personally						-		of Baraboo, and to me
known to be the pesuch capacity.	erson wh	o executed	d the f	oregoir	ig instru	ument	and ackno	owledged the same in
				Name:		State	of Wiscor	ncin
				•	mmissi		01 1115001	13111

This document was drafted by: Brion T. Winters, Esq. von Briesen & Roper, s.c. 411 E. Wisconsin Avenue, Suite 1000 Milwaukee, WI 53202

EXHIBIT C

Members of Developer



LOT I OF CSM 1689

97,044.35 SF
2.22 ACRES BUILDING I
10 UNIT
TWO STORY
2-CAR GARAGES ✓ 4' CONCRETE WALKS (TYP.) CONCRETE —— APRON (TYP.) LAKE STREET

ISSUED Issued for Review - March 14, 2022

PROJECT TITLE

LAKE STREET

TOWNHOME

DEVELOPMENT

Lake Street
Baraboo, Wisconsin
SHEET TITLE
Site Plan

SHEET NUMBER

C-I.I

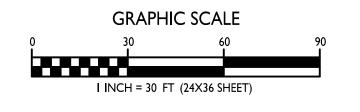
© Knothe & Bruce Architects, LLC

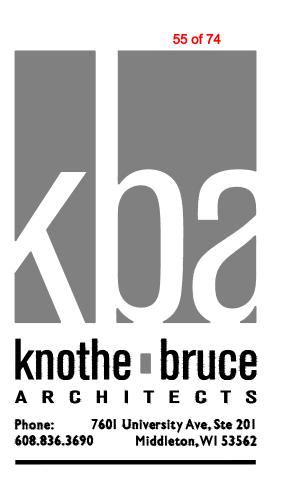
2169

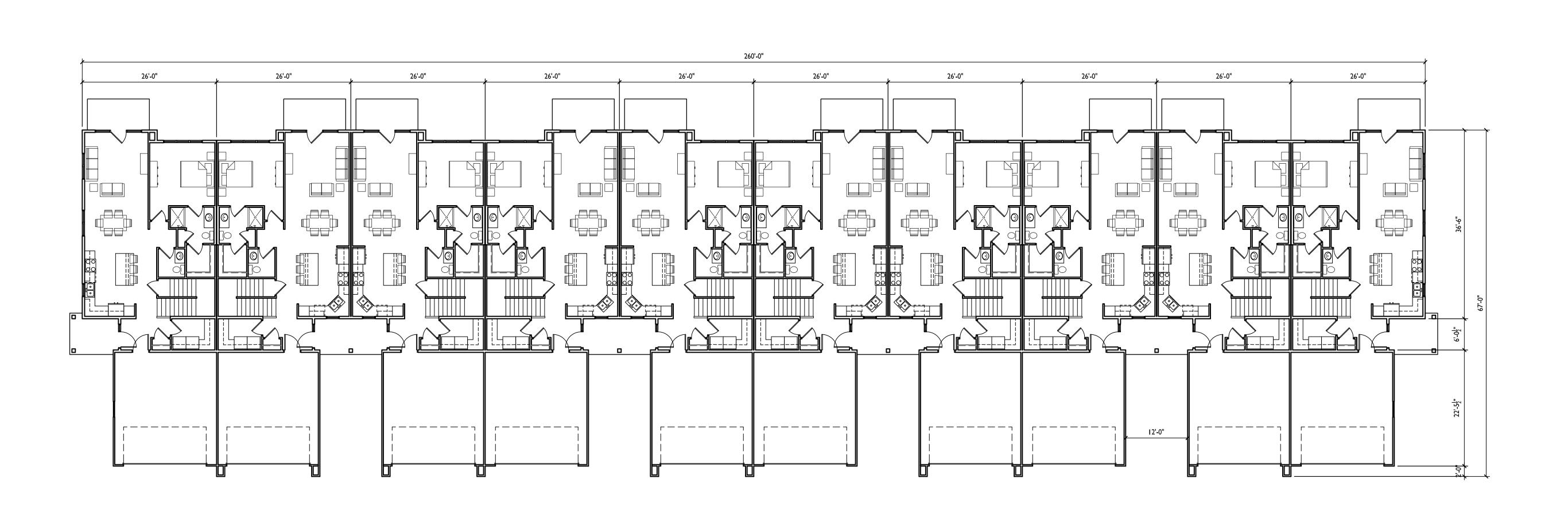
PROJECT NO.

SITE PLAN

I" = 30'-0"







FIRST FLOOR PLAN - BUILDING #I & #3









PROJECT TITLE

Issued for Review - March 14, 2022

LAKE STREET TOWNHOME DEVELOPMENT

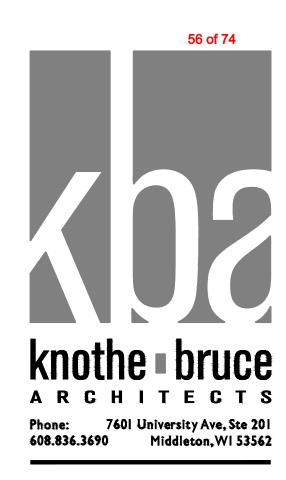
Lake Street Baraboo, Wisconsin SHEET TITLE First Floor Plan Building #I & 3

SHEET NUMBER



PROJECT NO.

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ISSUED
Issued for Review - March 14, 2022

PROJECT TITLE

LAKE STREET

TOWNHOME

DEVELOPMENT

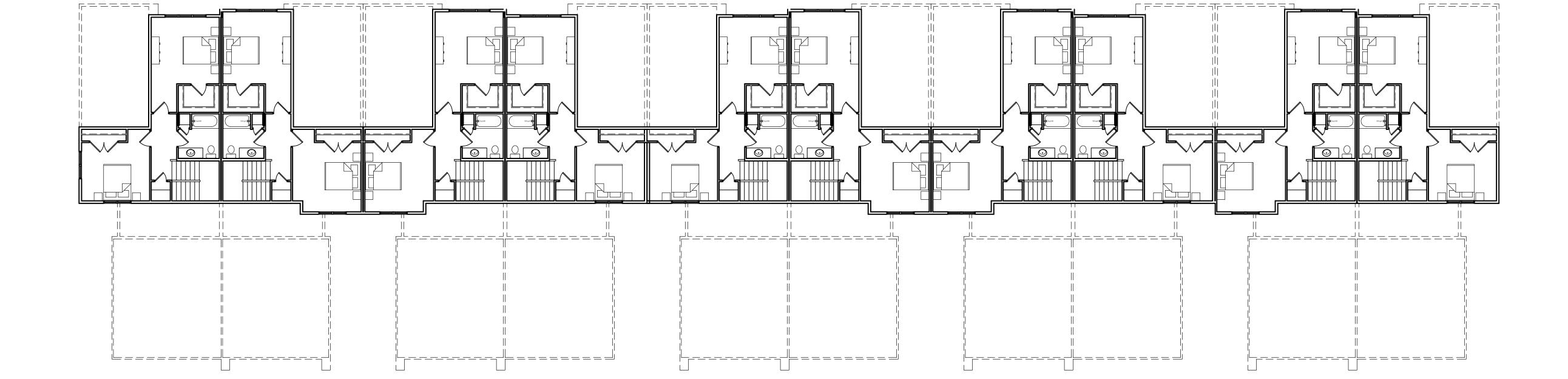
Lake Street
Baraboo, Wisconsin
SHEET TITLE
Second Floor Plan
Building #1 & 3

SHEET NUMBER

A-1.2

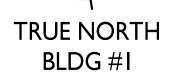
PROJECT NO. 2169

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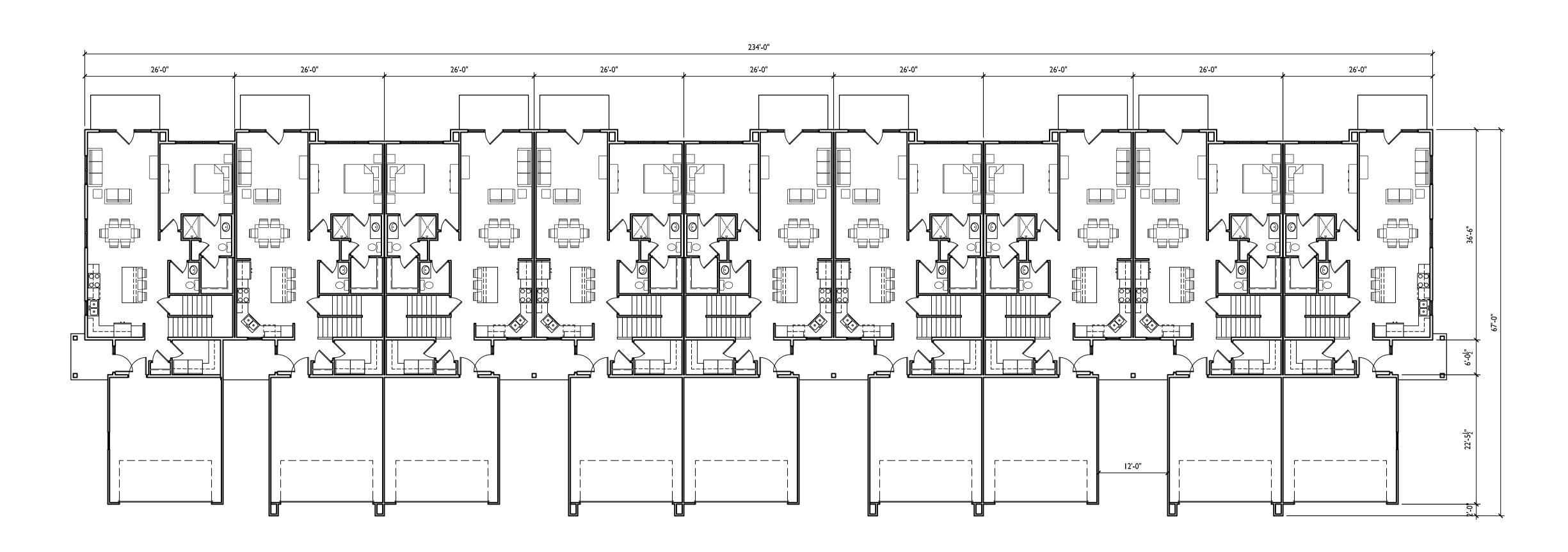
PLAN NORTH TRUE NOR





BLDG #3





ISSUED

Issued for Review - March 14, 2022

PROJECT TITLE

LAKE STREET

TOWNHOME

DEVELOPMENT

Lake Street
Baraboo, Wisconsin
SHEET TITLE
First Floor Plan
Building #2

SHEET NUMBER

A-1.3

© Knothe & Bruce Architects, LLC

PROJECT NO. 2169

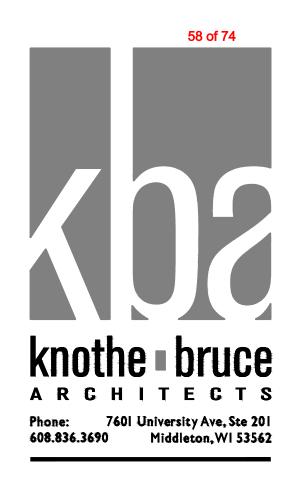
FIRST FLOOR PLAN - BUILDING #2

A-1.3

3/32" = 1'-0"







ISSUED
Issued for Review - March 14, 2022

PROJECT TITLE

LAKE STREET

TOWNHOME

DEVELOPMENT

Lake Street
Baraboo, Wisconsin
SHEET TITLE
Second Floor Plan

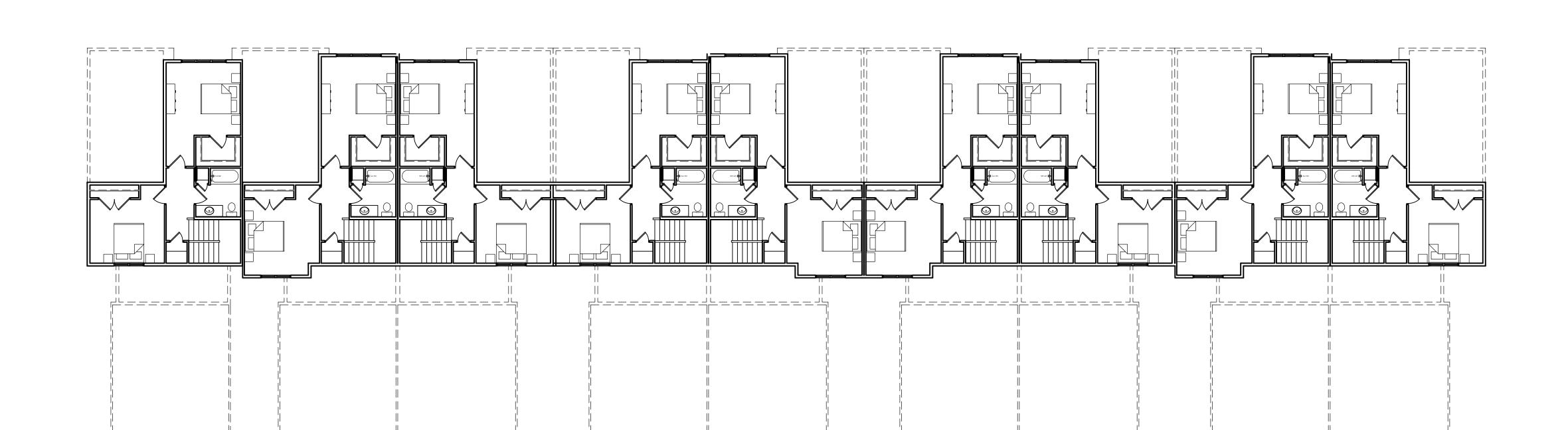
Building #2

SHEET NUMBER

A-1.4

PROJECT NO. 2169

© Knothe & Bruce Architects, LLC













TYPICAL SIDE ELEVATION

A-2.1

3/32" = 1'-0"



ISSUED
Issued for Review - March 14, 2022

2 TYPICAL WEST ELEVATION

A-2.1 3/32" = 1'-0"

PROJECT TITLE

LAKE STREET

TOWNHOME

DEVELOPMENT

BUILDING #I
EAST ELEVATION ALONG LAKE ST.

3/32" = 1'-0"

Lake Street
Baraboo, Wisconsin
SHEET TITLE
Elevations
Building #1 & 3

SHEET NUMBER

A-2.

PROJECT NO.

BUILDING #3
EAST ELEVATION ALONG LAKE ST.

3/32" = 1'-0"

PROJECT NO. 2169

© Knothe & Bruce Architects, LLC

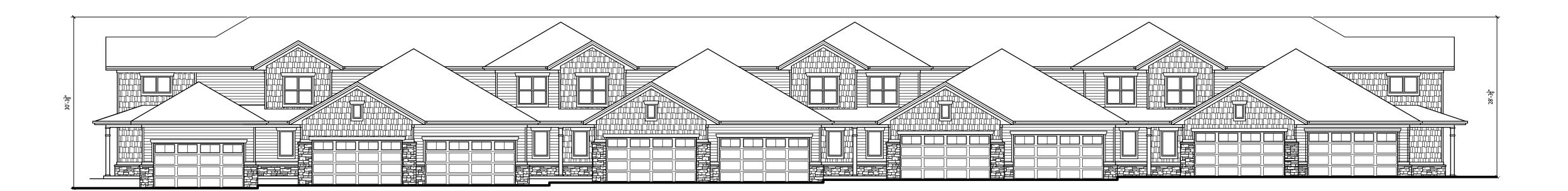






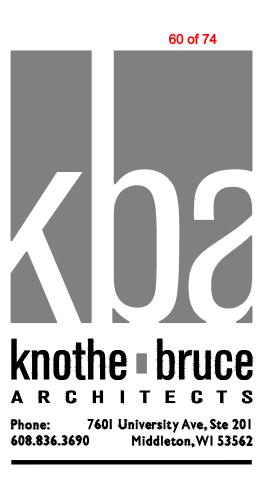
2 WEST ELEVATION

A-2.2 3/32" = 1'-0"



3 EAST ELEVATION ALONG LAKE ST.

A-2.2 3/32" = 1'-0"



Issued for Review - March 14, 2022

PROJECT TITLE LAKE STREET TOWNHOME DEVELOPMENT

Lake Street Baraboo, Wisconsin SHEET TITLE **Elevations** Building #2

SHEET NUMBER

A-2.2

2169 © Knothe & Bruce Architects, LLC



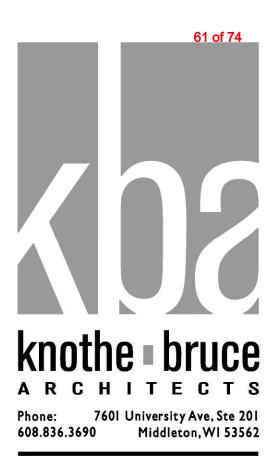






EAST ELEVATION ALONG LAKE ST.

3/32" = 1'-0"



PROJECT TITLE

LAKE STREET TOWNHOME DEVELOPMENT

Lake Street Baraboo, Wisconsin SHEET TITLE
Elevations Building #2

SHEET NUMBER

A-2.2

PROJECT NO.

2169 © Knothe & Bruce Architects, LLC

NBR - 3

RESOLUTION NO. 2022 -

Dated: April 26, 2022

The City of Baraboo, Wisconsin

Background: "No-Mow May" is a growing trend among Wisconsin municipalities, designed to provide food sources to bees and other pollinators during the month of May, when they are particularly vulnerable. Even low-growing flowers commonly found in lawns, such as violets, dandelions, and clover can provide important habitat and food sources. Under this proposal, residents and City staff would be encouraged to reduce lawn-mowing practices and support pollinator populations during May, and enforcement of vegetative height restrictions would be suspended.

Note: ($\sqrt{}$ one) [x] Not Required [] Budgeted Expenditure [] Not Budgeted Comments:

Resolved by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

WHEREAS, pollinator species such as bees, flies, moths, butterflies, beetles, and select birds provide essential pollination services for food plants that humans depend on for survival; and

WHEREAS, pollinator populations are in decline regionally and world-wide; and

WHEREAS, early spring flowers, including those found in many lawns, can provide an important food source for bees and other pollinators as they emerge from hibernation; and

WHEREAS, dozens of Wisconsin cities, including Appleton, La Crosse, Wausau, Stevens Point, Fort Atkinson, Verona, and Sun Prairie currently participate in the "No-Mow May" science initiative to encourage property owners to limit their lawn mowing practices during the month of May;

WHEREAS, research by Lawrence University has shown that such practices can result in a three-fold increase in bee species richness and a five-fold increase in bee abundance; and

WHEREAS, the Baraboo Parks and Recreation Department has started replacing mowed turfgrass with native pollinator (no mow) areas in many of its parks, which has allowed the city to increase parklands without adding staff as well as cutting capital equipment, maintenance, and gas costs;

NOW, BE IT THEREFORE RESOLVED, that the City of Baraboo recognizes "No-Mow May" to actively promote and educate the community about the critical period of pollinator emergence, generation of pollinator-supporting habitat, and early spring foraging opportunities; and

BE IT FURTHER RESOLVED, that the City of Baraboo shall encourage the cultivation of food sources for bees and other pollinators by suspending enforcement of height restrictions for vegetative growth contained in Chapter 10 of the Municipal Code during the month of May, 2022; and

BE IT FURTHER RESOLVED, the growth of certain species defined as Noxious Weeds in 10.03(8) shall continue to be prohibited

Offered by: Public Safety	Approved:
Motion:	
Second:	Attest:

NBO - 1

The City of Baraboo, Wisconsin

Background: The City recently adopted a Resolution approving a Memorandum of Agreement between the City of Baraboo and the Wisconsin Department of Transportation regulating highway access to STH 33 in the City of Baraboo for that portion of STH 33 east of CTH T (Taft Ave). One of the conditions in that MOA is that the City require a 50-foot highway setback along this portion of STH 33 for all adjacent property. Accordingly, this items seeks the Commission's support to amend the Subdivision and Platting Ordinance to include the 50-foot setback requirement for properties along this portion of STH 33.

The Plan Commission reviewed this matter at their April 19th meeting and voted unanimously to forward it to the Council for rezoning with a favorable recommendation to approve the ordinance amendment.

Fiscal Note: (check one) [x] Not Required [] Budgeted Expenditure [] Not Budgeted

Comments:

An Ordinance creating Section 18.02(9) to require a 50-foot highway setback for all lands abutting STH 33 east of CTH T (Taft Avenue).

THE COMMON COUNCIL OF THE CITY OF BARABOO, WISCONSIN, DOES ORDAIN AS FOLLOWS:

1. Section 18.02(9)(b)(1) is hereby created to read as follows:

18.02 GENERAL PROVISIONS.

- (9) SPECIAL PROCEDURES WHERE WIS DOT TRANS 233 APPLIES TO A LAND DIVISION - Whenever Wisconsin Department of Transportation Administrative Code Trans 233 applies to a land division within the City, the following procedures and standards shall apply: (2018 06/27/2000)
 - (a) The preliminary plat, final plat, or Certified Survey Map shall not be considered filed with the City for approval until the plat or map has been approved by the Wisconsin Department of Transportation pursuant to Trans 233.
 - (b) The Council shall be authorized to establish the same setback area for city zoning purposes as the setback area approved by the Wisconsin Department of Transportation, where, in the judgment of the Common Council, after report and recommendation by the Plan Commission, the setback established by the state DOT will not be contrary to the public interest and where such allowed setback is in harmony with the general purposes and intent of the City's Zoning Code. Any setback allowed by the Council under this section may be subject to such conditions and restrictions as determined by the Council to be in the public interest. The plat or map shall clearly show the boundary of the setback line.
 - 1. The minimum highway setback for all property in the City of Baraboo that is adjacent to STH 33 and east of CTH T (Taft Avenue) shall be a minimum of 50 feet.

3.	This Ordinance shall take effect upon passage and publication as provided by law.
	Mayor's Approval:
	Clerk's Certification:
	I hereby certify that the foregoing Ordinance was duly passed by the Common Council of the of Baraboo on the th day of May, 2022 and is recorded on page of volume A summary his Ordinance was published in the local newspaper on the day of May, 2022.
	City Clerk:

TREASURER'S INVESTMENT REPORT for March 2022

			Avg Term		LGIP	0.16%
Total Receipts:	557,682.35	General Funds:	4.7 M	0.58%		
		Utility Funds:	14.5 M	0.41%	90-day T-bill:	0.61%
Total Disbursments:	2,181,568.17	Segregated Funds:	24.0 M	0.56%		
		Securities w/Dana	4.51 yrs	0.77%	6M CD:	0.20%
		All Funds:	10 M	0.53%	12M CD	0.37%
		Liquid:	63%		18M CD	0.45%
		Term:	37%			

Policy Objectives:

Yield:

Safety:

• \$3,500,000 invested in marketable securities with Dana Investments, these are not guaranteed.

Liquidity:

• Liquidity is high as we have closed most CDs, the best rates are currently on our liquid accounts.

• We are starting to see signs of rates changing. The Fed raised the interest rate and are expected to do so a couple more times this year.

Average Rate of Return on Current Deposits:

Benchmarks:

TRANSACTIONS

#	Action	Type	Identification	Bank	Acct #	Note	Term	Maturity Date F	Rate A	mount	Interest
(1)	Reinvest	CD	Fire Equipment	WCCU	54962-113		12 mos	3/25/2022	0.40%	200,000.00	Reinvest
							12 mos	3/25/2023	0.60%	200,800.81	Reinvest

Comments:

INVESTMENT ADVISOR TRANSACTIONS

#	Action	Туре	Identification	Price	Rating	Note	Term/WAL	Yield Maturity Dat Yield	to Worst - Maturity	Amount	Interest
(1)	BUY	FHLB	3130AR6F3	100.000	0 Not rated		3 year	3/24/2025	2.00%	200,000.00	Semiannual

Dana Investment Advisors, Inc. PORTFOLIO HOLDINGS



Report as of: 03/31/2022

Portfolio: 2493 - City of Baraboo Reserve Funds

Shares/ PAR	Identifier	Description	Unit Cost	Current Cost	Price	Market Value	Pct. Assets	Income Accrued	Cur. Yield
Cash									
Short Term Inve	estments								
Cash Equivale	ents								
•	000009	Cash - Money Fund		162,853.15		162,853.15	4.70	.00	.01
		Total Cash Equivalents		162,853.15		162,853.15	4.70	.00	.01
		Total Short Term Investments		162,853.15		162,853.15	4.70	.00	.01
Bonds									
Agency Bonds									
Fixed Rate Age	•								
FHLB Fixed F									
200,000	3130AQWK5	FEDERAL HOME LOAN BANK 1.3% Due 11/27/2023	100.01	200,015.00	98.42	196,847.00	5.68	216.67	1.32
150,000	3130APVZ5	FEDERAL HOME LOAN BANK 1.05% Due 12/02/2024	100.00	150,000.00	96.18	144,277.20	4.16	520.63	1.09
200,000	3130AR6F3	FEDERAL HOME LOAN BANK 2% Due 03/24/2025	100.00	200,000.00	98.13	196,257.00	5.66	77.78	2.04
550,000.00	0	Total FHLB Fixed Rate Agency		550,015.00		537,381.20	15.50	815.08	1.52
		Total Fixed Rate Agency		550,015.00		537,381.20	15.50	815.08	1.52
Step Coupon A	Agency								
FHLB Step C	oupon Agency								
200,000	3130AQT45	FEDERAL HOME LOAN BANK 0.9% Due 02/28/2024	100.00	200,000.00	98.27	196,546.00	5.67	150.00	.92
200,000.0	0	Total FHLB Step Coupon Agency		200,000.00		196,546.00	5.67	150.00	.92
		Total Step Coupon Agency		200,000.00		196,546.00	5.67	150.00	.92
		Total Agency Bonds		750,015.00		733,927.20	21.17	965.08	1.36
Mortgage Bond	s	• .		·		·			
Adjustable Rat	te Mortgages								
FHLMC - Adj	ustable Rate Mon	tgages							
5,070.77	31300MPF4	FH 849422 2.004% Due 02/01/2043	104.31	5,289.44	102.69	5,207.03	.15	16.96	1.95
7,781.16	31300MWE9	FH 849645 2.077% Due 06/01/2043	104.81	8,155.62	104.07	8,097.46	.23	26.90	2.00
14,736.56	31347AH72	FH 840254 2.071% Due 07/01/2043	103.75	15,289.18	103.45	15,244.53	.44	51.87	2.00
14,378.21	31347ATG9	FH 840551 1.918% Due 03/01/2045	103.19	14,836.52	102.58	14,749.40	.43	47.49	1.87
53,584.35	31347A7L2	FH 840899 2.192% Due 11/01/2045	101.87	54,589.05	102.91	55,145.79	1.59	201.47	2.13
39,429.37	31326NF55	FH 2B7388 2.108% Due 01/01/2046	101.87	40,168.66	102.45	40,396.22	1.17	138.89	2.06
59,710.05	31288QG38	FH 841118 2.597% Due 05/01/2046	103.73	61,939.85	102.88	61,429.11	1.77	263.69	2.52
129,278.85	31288QK58	FH 841216 2.015% Due 05/01/2046	104.16	134,652.00	102.22	132,147.55	3.81	444.73	1.97
77,931.01	31288QES5	FH 841045 1.999% Due 11/01/2046	102.94	80,220.23	102.63	79,981.37	2.31	268.65	1.95
94,444.12	31288QHZ6	FH 841148 2.483% Due 09/01/2047	104.36	98,561.30	102.44	96,747.24	2.79	407.77	2.42
123,856.21	31288QMQ0 _	FH 841267 2.621% Due 08/01/2050	103.78	128,539.52	101.48	125,693.49	3.63	549.52	2.58
620,200.6		Total FHLMC - Adjustable Rate Mortgages		642,241.37		634,839.19	18.31	2,417.94	2.23
FNMA - Adjus	stable Rate Mortg	pages							
78,767.91	3140J57K9	FN BM1797 2.017% Due 12/01/2035	102.81	80,983.26	104.30	82,153.75	2.37	132.40	1.93
29,444.23	3140J7UU7	FN BM3294 2.08% Due 06/01/2042	103.69	30,529.98	103.50	30,474.45	.88	51.04	2.01
14,381.72	3138XMRB8	FN AV9481 1.518% Due 07/01/2043	103.56	14,894.04	101.33	14,572.57	.42	18.19	1.50
58,213.71	3140J9B91	FN BM4563 2.412% Due 03/01/2044	102.00	59,377.98	103.02	59,974.09	1.73	117.01	2.34
4,567.63	3138ETLW4	FN AL8440 1.895% Due 07/01/2044	103.50	4,727.50	102.94	4,701.81	.14	7.21	1.84
8,693.58	3138ERWF3	FN AL9645 1.881% Due 07/01/2044	103.75	9,019.60	103.00	8,954.55	.26	13.63	1.83
51,419.03	3140JA2J6	FN BM6176 1.94% Due 01/01/2045	102.69	52,800.90	102.54	52,723.53	1.52	83.13	1.89
245,487.8	1	Total FNMA - Adjustable Rate Mortgages		252,333.26		253,554.75	7.31	422.61	2.00

Dana Investment Advisors, Inc. PORTFOLIO HOLDINGS



Report as of: 03/31/2022

Portfolio: 2493 - City of Baraboo Reserve Funds

Shares/ PAR	Identifier	Description	Unit Cost	Current Cost	Price	Market Value	Pct. Assets	Income Accrued	Cur. Yield
GNMA - Adju	stable Rate Mortg	jages							
45,646.07	36225CX92	G2 80703 1.875% Due 06/20/2033	103.13	47,072.52	102.90	46,968.48	1.35	71.32	1.82
44,700.88	36225C4B9	G2 80817 2% Due 01/20/2034	103.34	46,195.56	102.39	45,768.78	1.32	74.50	1.95
16,421.20	36225EN40	G2 82210 1.75% Due 11/20/2038	102.75	16,872.80	100.61	16,521.54	.48	23.95	1.74
22,931.59	36225EQ47	G2 82274 2% Due 01/20/2039	102.63	23,533.56	103.58	23,752.56	.69	38.22	1.93
30,301.38	36225EUG5	G2 82382 1.625% Due 09/20/2039	102.69	31,115.73	102.91	31,183.15	.90	41.03	1.58
18,701.77	36225EVG4	G2 82414 1.75% Due 10/20/2039	103.81	19,414.76	102.76	19,218.50	.55	27.27	1.70
26,951.54	36179SVH7	G2 MA4216 2% Due 01/20/2047	100.75	27,153.66	102.40	27,598.64	.80	44.92	1.95
49,457.73	3622AAPQ1	G2 785031 2.746% Due 05/20/2050	104.75	51,806.96	99.47	49,197.14	1.42	113.18	2.76
255,112.1	6	Total GNMA - Adjustable Rate Mortgages	;	263,165.55		260,208.79	7.51	434.39	2.00
		Total Adjustable Rate Mortgages	;	1,157,740.18		1,148,602.73	33.13	3,274.94	2.13
		Total Mortgage Bonds	;	1,157,740.18		1,148,602.73	33.13	3,274.94	2.13
Small Business	Administration Bo	onds							
Adjustable Rat	te - SBAs								
Prime Rate									
3,059.96	83164KNU3	SBA 508503 2.575% Due 12/25/2024	105.69	3,234.00	99.78	3,053.30	.09	17.62	2.58
77,444.91	83164FVQ4	SBA 505123 1% Due 12/25/2025	100.19	77,590.12	99.97	77,422.68	2.23	130.51	1.00
95,058.44	83164MU80	SBA 510507 3.575% Due 10/25/2026	105.97	100,732.23	104.17	99,024.09	2.86	620.05	3.43
91,339.24	83164MSW0	SBA 510433 0.75% Due 06/25/2029	100.37	91,681.76	101.54	92,746.41	2.68	115.35	.74
40,995.71	83164JF50	SBA 507388 1.75% Due 10/25/2030	104.13	42,686.79	101.82	41,742.57	1.20	120.11	1.72
113,158.74	83164MUT4	SBA 510494 0.9% Due 05/25/2031	100.87	114,148.88	102.20	115,650.16	3.34	170.49	.88
93,699.45	83165ABR4	SBA 521648 1.088% Due 09/25/2034	100.25	93,933.67	102.03	95,600.80	2.76	170.44	1.07
169,053.28	83164MU72	SBA 510506 0.6% Due 12/25/2034	100.00	169,053.29	100.86	170,505.79	4.92	169.59	.59
69,427.03	83164LAV3	SBA 509020 2.575% Due 03/25/2036	105.50	73,245.51	102.13	70,908.74	2.05	298.70	2.52
30,700.93	83164LFB2	SBA 509162 2.575% Due 12/25/2036	106.44	32,677.30	102.37	31,427.80	.91	132.07	2.52
46,378.33	83164LSA0	SBA 509513 1.75% Due 06/25/2039	106.00	49,161.02	101.39	47,021.32	1.36	135.55	1.73
21,466.59	83164LSW2	SBA 509533 1.855% Due 07/25/2039	104.25	22,378.93	101.20	21,724.56	.63	72.43	1.83
31,236.41	83164LXM8	SBA 509684 2% Due 06/25/2040	105.81	33,052.03	103.34	32,278.18	.93	104.70	1.94
189,343.82	83164MGE3	SBA 510097 2% Due 12/25/2042	104.50	197,864.29	104.92	198,661.24	5.73	632.17	1.91
119,825.49	83164MUL1	SBA 510487 0.65% Due 10/25/2044	100.00	119,825.49	101.31	121,396.88	3.50	134.38	.64

Dana Investment Advisors, Inc. PORTFOLIO HOLDINGS



Report as of: 03/31/2022

Portfolio: 2493 - City of Baraboo Reserve Funds

Shares/ PAR	Identifier	Description	Unit Cost	Current Cost	Price	Market Value	Pct. Assets	Income Accrued	Cur. Yield
126,305.98	83164M4X4	SBA 510738 1.825% Due 10/25/2045	106.63	134,673.76	105.86	133,707.63	3.86	384.73	1.72
1,318,494.3°	1	Total Prime Rate	•	1,355,939.07		1,352,872.15	39.02	3,408.89	1.48
		Total Adjustable Rate - SBAs	;	1,355,939.07		1,352,872.15	39.02	3,408.89	1.48
		Total Small Business Administration Bonds	;	1,355,939.07		1,352,872.15	39.02	3,408.89	1.48
		Total Bonds	•	3,263,694.25		3,235,402.08	93.32	7,648.91	1.68
		To	tal Portfolio	3,426,547.40		3,398,255.23			
		Paydown	Receivable	68,722.76		68,722.76			
		Interd	7,648.91		7,648.91				
		Dividen	ds Accrued	0.00		0.00			
		Total Portfolio with Accruals & F	Receivables	3,502,919.07		3,474,626.90			

The market prices shown on these pages represent the last reported sale on the stated report date as to listed securities or the bid price in the case of overthe-counter quotations. Prices on bonds and some other investments are based on round lot price quotations and are for evaluation purposes only and may not represent actual market values. Bonds sold on an odd lot basis (less than \$1 million) may have a dollar price lower than the round lot quote. Where no regular market exists, prices shown are estimates by sources considered reliable by Dana Investment Advisors. While the prices are obtained from sources we consider reliable, we cannot guarantee them. Dana Investment Advisors is not a custodian. Clients should be receiving detailed statements from their custodian at least quarterly. While Dana Investment Advisors regularly reconciles to custodian information, we encourage clients to review their custodian statement(s).

Dana Investment Advisors, Inc.

Performance Report Gross of Fees



From March 31, 2021 to March 31, 2022

Portfolio: 2493 - City of Baraboo Reserve Funds

	<u>Market</u>	<u>Cost</u>
Portfolio Value on 03/31/2021	\$3,029,659.27	\$3,032,841.52
Contributions/Withdrawals	\$451,287.90	\$451,287.90
Interest	\$51,800.36	\$51,800.36
Dividends	\$0.00	\$0.00
Unrealized Gain/Loss	(\$28,175.35)	\$0.00
Realized Gain/Loss	(\$29,720.53)	(\$32,785.96)
Change in Accrued Income	(\$224.75)	(\$224.75)
Portfolio Value on 03/31/2022	\$3,474,626.90	\$3,502,919.07
Total Gain	(\$6,320.27)	\$18,789.65
Unannualized Returns For the Period	-0.10 %	0.60 %
Annualized Cash Flow Yield		0.60 %

Finance/Personnel Committee-Dennis Thurow Committee Room, #205

April 12, 2022

Members Present: Sloan, Kent, Petty

Absent

Others Present: Mayor Nelson, Adm. Bradley, Clerk Zeman, J. Ostrander, T. Pinion, M. Hardy, R. LaBroscian, W. Peterson, K.

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<u>Call to Order</u> –Ald. Sloan called the meeting to order at 5:00p.m. noting compliance with the Open Meeting Law. Moved by Petty, seconded by Kent to approve the minutes of March 22, 2022. Motion carried unanimously. Moved by Petty, seconded by Kent to approve the agenda. Motion carried unanimously.

Action Items

- a) <u>Accounts Payable</u> Moved by Kent, seconded by Petty to recommend to Council approval of the accounts payable for \$731,018.53. Motion carried unanimously.
- b) <u>Blood Draw Services</u> Lt.. LaBroscian noted that this is a renewal of a current contract with the Baraboo District Ambulance Service for blood draws. Motion by Petty, seconded by Kent to recommend to Council authorizing the Agreement for Blood Draw Services with the Baraboo District Ambulance Service (BDAS). Motion carried unanimously.
- c) Line of Credit Adm. Bradley explained that this is issued as a refunding promissory note, or a "Note Anticipate Note". When we issue this, it does not start the clock on the 20 years. The way we have this worked out with Baraboo State Bank, by law we have to take an initial draw of a certain percentage, which amounts to \$50,000.01. We will pay interest on that, but we will not pay any interest on the portions we don't take out. We will pull draws now from the \$5M to fulfill our requirements at the Jackson Property. This gives us the flexibility to keep up with the developer as he progresses. Eventually we will come back and refund this into a bond. Future draws will be approved through the process of accounts payable. Motion by Kent, seconded by Petty to recommend to Council Authorizing the Issuance of \$5,000,000 General Obligation Promissory Notes and the Issuance and sale of a \$5,000,000 "Note Anticipation Note" in Anticipation Thereof (Greenfield Estates/Jackson Farm). Motion carried unanimously.
- d) Line of Credit Adm. Bradley noted this is identical to the \$5M Line of Credit. We will be taking the initial draw of \$50,000.01. The main difference here is that the Community Development Authority (CDA) is the one taking out the loan. We are authorizing the CDA to this out and in the agreement, the City is making the payments. Per the agreement, we are to pay the CDA the interest and the CDA will then in turn pay the bank. Full draw will not take place until all the other funds from the Library Fund have been exhausted. Motion by Petty, seconded by Kent to recommend to Council Authorizing the Issuance of \$6,000,000 Interim Community Development Revenue Bonds by the Community development Authority and Approving a Contribution and Cooperation Agreement (Construction of the Carnegie-Schadde Memorial Public Library Expansion project). Motion carried unanimously.
- e) DNR Grant Application M. Hardy explained that the DNR put out grant applications that are due May 1st of every year. This is a request to submit another application for the Attridge Park Splashpad. Friends of the Park have raised approximately \$327,000; the project is currently estimated to cost \$615,000. This is a 50% match grant with no impact on the City's budget. Motion by Petty, seconded by Kent to recommend to Council authorizing the Parks and Recreation department to submit a 2022 Department of Natural Resources (DNR) grant application for the Attridge Park Splashpad project. Motion carried unanimously.
- f) Housing Study Adm. Bradley noted that we have had several different developers looking at Baraboo and with that, some Council members have questioned the need for additional housing. We did receive one written request from a developer to justify speeding up the construction; this is something a developer can take to the bank and show immediate need. Because majority of the housing now is taking place within the TID's, we can charge this back against the TID's. There have been two companies that have done housing work since Sauk County Economic Development Corporation did theirs. We asked both companies for a quote, one was \$25,000-\$30,000 and Redevelopment Resources offered to do it for a little over \$12,000. The committee discussed some concern with the productivity of Redevelopment Resources and considered taking this out for RFP's. Because Redevelopment Resources already has much of the data needed, they decided against an RFP and will expect Redevelopment Resources to match our expectations better. Motion by Petty, seconded by Kent to recommend to Council entering into an agreement with Redevelopment Resources for a Housing Study. Motion carried unanimously.
- g) <u>Fire/EMS Station Design</u> K. Stieve noted that the committee previously authorized city staff to review and revise the proposal for planning and designing services for a new Fire/EMS Station. This proposal was sent to 27 architectural firms, 4 proposals were returned. The building committee project management team reviewed the 4 proposals and it

was unanimously decided to recommend Five Bugles Design. This company did submit a proposal back in 2019 and scored fairly high then as well. A formal contract will be brought back for approval. Motion by Kent, seconded by Petty to recommend to Council authorizing the City Administrator to enter into negotiations with Five Bugles Design for the Fire & EMS Station project for the purpose of a Preliminary Design, with a contract price not to exceed \$800,000, not inclusive of reimbursables. withdrawing from the Baraboo-Wisconsin Dells Regional Airport. Motion carried unanimously.

h) Street Reconstruction – T. Pinion explained that as part of the LRIP Program, there is extra stimulus funds available. The state funded 41 projects and we received the maximum that was awarded, \$400,000. The earliest we can start this project is July 1, 2023; however, we have six years to spend the money. Because of past main breaks, this project will include some underground work on the utilities. Motion by Petty, seconded by Kent to recommend to Council to approve the Wisconsin Department of Transportation Municipal Agreement with City for reconstruction of Madison Street and Madison Avenue between East Street and Draper Street. Motion carried unanimously.

<u>Closed Session</u> – Moved by Petty, seconded by Kent, to go into Closed Session.

Ald. Sloan announced that the Finance/Personnel Committee will go into Closed Session for three purposes:

- Pursuant to §19.85(1)(e), Wis. Stat., to deliberate or negotiate the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.
 - Potential Land Acquisition(s)
 - o Pre-Development Agreement

Members Present: Sloan, Kent, Petty

Others Present: Mayor Nelson, Adm. Bradley, Clerk Zeman, J. Ostrander, T. Pinion, M. Hardy, R. LaBroscian, K. Stieve

- Pursuant to §19.85(1)(e), Wis. Stat., to deliberate or negotiate the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.
 - o Union Negotiations

Members Present: Sloan, Kent, Petty

Others Present: Mayor Nelson, Adm. Bradley, Clerk Zeman, J. Ostrander, R. LaBroscian

Open Session - Moved by Kent, seconded by Petty, to return to Open Session. Ald. Sloan announced that the Finance/Personnel Committee will return to Open Session as per §19.85(2), Wis. Stats., to address any business that may be the result of discussions conducted in Closed Session.

Informational Items:

- J. Ostrander presented an update on the Vehicle Registration Fee
- The Committee reviewed the option of a Public Fire Protection Charge. This will be brought back before the Committee on April 26, 2022.
- B. Zeman noted that it was recommended by Boardman & Clark, the current acting attorney, to deny two claims filed with the City. One was for a trip and fall and one was for a broken windshield.

<u>Adjournment</u> – Moved by Kent, seconded by Petty and carried to adjourn at 6:52pm. Brenda Zeman, City Clerk

Administrative Committee February 7, 2022

Present: Alderpersons John Ellington, Heather Kierzek, Kathleen Thurow

Absent: None.

Also Present: City Clerk, Brenda Zeman; Finance Director Julie Ostrander, Police Chief Schauf;

City Administrator, Casey Bradley

Citizen Present: None.

The meeting was called to order by Chairman John Ellington at 8AM, with roll call and noting compliance with the Open Meetings Law.

Motion by Thurow, seconded by Kierzek to approve the January 3, 2022 minutes. Motion carried unanimously.

Motion by Kierzek, seconded by Thurow to approve the Agenda. Motion carried unanimously.

Action Items:

a) Review and recommendation to the Common Council for the Liquor License Change of Agent for Al Ringling Theatre to Shannon Hill.

Clerk Zeman explained that Police approved the change. Thurow was under the impression that Shannon Hill had not been in the state for the required 90 days. Administrator Bradley and Chief Schauf indicated this was a misunderstanding and that Shannon fulfilled the resident qualification. Chief Schauf also pointed out that the violation listed under question 4 (four) is of the nature that cannot be considered for this application.

Motion by Kierzek, seconded by Thurow to recommendation to the Common Council for the Liquor License Change of Agent for Al Ringling Theatre to Shannon Hill. Motion carried unanimously.

b) Review and recommendation to the Common Council on approving the Temporary Liquor License (aka Picnic License) for the Downtown Baraboo Spring Brew Ha Ha, March 11, 2022.

Clerk Zeman stated that this license application was reviewed and approved by the Chief of Police.

Motion by Thurow, seconded by Kierzek to recommendation to the Common Council on approving the Temporary Liquor License (aka Picnic License) for Downtown Baraboo Spring Brew Ha Ha. Motion carried unanimously.

c) Review and recommendation to the Common Council for a "Class B" Combination Reserve Liquor License for Las Milpas, LLC, 603 8th Ave, Suite A (Restaurant).

Clerk Zeman noted that Las Milpas restaurant has a Beer/Wine license and are seeking a liquor license. The City will use one of their reserve licenses. She also pointed out that this reserve license was non-transferable and costs \$10,000. The Clerk thinks the city has 10 reserve licenses with this being the 3rd to be used. She will verify this.

Motion by Kierzek, seconded by Thurow for recommendation to the Common Council for the "Class B" Liquor License for Las Milpas, LC, 603 8th Ave, Suite A (Restaurant). Motion carried unanimously.

- d) Review and recommendation to the Common Council for a Class "B" Fermented Malt Beverage and "Class C" Wine License for Ben's Mama Mia's, LLC, 113 Third St.
 - Clerk Zeman stated that Ben's Mama Mia has had these licenses in the past for Beer and Wine. The Police Department approved the application and it has been published.
 - Motion by Kierzek, seconded by Thurow for recommendation to the Common Council for a Class "B" Fermented Malt Beverage and "Class C" Wine License for Ben's Mama Mia's, LLC, 113 Third St. Motion carried unanimously.
- e) Review and recommendation to the Common Council for a "Class B" Combination Liquor License for G & G Mgt., LLC (dba Brothers On Oak), 412 Oak St.
 - Chief Schauf and Clerk Zeman indicated that this merely a management LLC name change and these are the same people that managed the business before.
 - Motion by Thurow, seconded by Kierzek to recommendation to the Common Council for a "Class B" Combination Liquor License for G & G Mgt., LLC (dba Brothers On Oak), 412 Oak St. Motion carried unanimously.

<u>Discussion Items:</u> Kierzek asked Clerk Zeman to do the research regarding the number of regular and reserve liquor licenses.

Informational Items

The next meeting will be Monday, March 7, 2022 at 8:00AM.

Motion to adjourn by Thurow, seconded by Ellington at 8:15AM and unanimously carried.

Respectfully submitted, Julie Ostrander, Finance Director

UW-BARABOO / SAUK COUNTY CAMPUS COMMISSION MINUTES UW-Baraboo/Sauk County Campus, Executive Dining Room, 1006 Connie Road, Baraboo, WI

Thursday, March 17, 2022

Members present: Wedekind, Giese, Kolb, Hazard and Miller

Members Absent: Bradley and Lohr

Chair Wedekind called the meeting to order at 8:00 a.m. and Compliance with the Open Meeting Law was verified.

MOTION (Hazard/Kolb) to adopt the agenda. Motion carried uanimiously.

MOTION (Hazard/Kolb) to approve the minutes of the regular meeting on February 17, 2022. Motion carried unanimously.

Public comment: None.

Communications: None.

Facilities planning and maintenance report:

Schara gave the committee an update (report and list of invoices on file).

Discussion and possible action on replacement for Lange Water heater:

Schara gave the committee an update. Committee consensus was for Schara to put out bids for the project.

Discussion and possible action on pro-press replacement:

Schara will have further discussions with the City and the County and bring back information for the committee at the meeting in April.

Discussion and possible action on turf treatment for the campus:

Schara gave the committee an update. MOTION (Miller/Kolb) to accept the low bid from True Green. Motion carried unanimously.

Discussion and possible action on RFP's for 2022 maintenance projects:

Schara gave the committee an update. MOTION (Kolb/Hazard) to accept the low bid from Niemann. Motion carried unanimously.

Financial report and approval of vouchers:

MOTION (Kolb/Hazard) to approve vouchers in the amount of \$2,370.00. Motion carried unanimously. MOTION (Kolb/Miller) to amend the vouchers in the amount of \$4,417.60. Motion carried unanimously. MOTION (Kolb/Hazard) to approve the original motion as amended. Motion carried unanimously.

Update from Student Housing Advisory Committee:

Giese gave the committee an update.

Assistant Provost Report:

Compton gave the committee an update.

MOTION (Wedekind/Kolb) to adjourn at 9:15 a.m. until Thursday, April 21, 2022 at 8:00 a.m. Motion carried unanimously.

Respectfully Submitted,

Rebecca C. Evert Sauk County Clerk Good morning Mayor Nelson. As you are aware, the PFC appointed Captain Rob Sinden to the position of Acting Chief effective May 7th, 2022. The PFC feels very fortunate that Captain Sinden accepted the position as Acting Chief. This will bold well for the department and more importantly the community to have Captain Sinden in this position. I would also just like to reiterate that it is the PFC position that the next step, the hiring of a full time Chief, is done in a timely manner. Our short handed police department will now be even more short handed without a full time Chief. Once again Mr. Mayor, thank you for your attention to this matter as we move forward.

Regards,

Paul Kujak President PFC